

January 7, 2021

Ms. Dawn Dollins
License and Permit Specialist
Business and Program Services Section
Waste Permits Division, MC 126
Texas Commission on Environmental Quality
12100 Park 35 Circle, Building F
Austin, Texas 78753

**Re: Responses to Administrative Notices of Deficiency for Permit Renewal Application (Tracking No. 25766261)
Dal-Tile Corporation-Elam Landfill
Industrial Solid Waste Registration Number 52013
Hazardous Waste Permit Number 50377
EPA Identification Number TXD988932751
CN600128797, RN103858163**

Dear Ms. Dollins:

Please find enclosed one original and three copies of the following related to the permit renewal application recently submitted for the above-referenced Site:

- Notice of Deficiency Table from your letter dated December 17, 2020, with responses;
- NOD table with responses; and
- Replacement pages for Part A and Part B portions of the application with administrative deficiencies corrected.

EnSafe appreciates the Texas Commission on Environmental Quality's assistance on this project. If the Texas Commission on Environmental Quality has any questions or comments, please call the undersigned at 972-791-3222.

Respectfully,

EnSafe Inc.



By. Molly Holden
Senior Compliance Specialist



Richard Record
*Senior Geologist, Senior Program Manager
(License No. 3358)*

Enclosures



**TCEQ Notice Dated December 17, 2020
and
Response to NODs**

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

December 17, 2020

Mr. Bob Hurt
Director-Environmental, Health & Sustainability
Dal-Tile Corporation
7834 C.F. Hawn Freeway
Dallas, Texas 75217

Re: Administrative Notice of Deficiency Letter
Dal-Tile Corporation - Elam Landfill
Dallas, Dallas County, Texas
Hazardous Waste Permit Number: 52013
Industrial Solid Waste Number: 50377
Tracking No. 25766261; RN103858163/CN600128797
Permit Renewal with Minor Amendment

Dear Mr. Hurt:

The Texas Commission on Environmental Quality (TCEQ) Waste Permits Division has conducted an administrative review of the permit application received December 2, 2020, for the Dal-Tile Corporation. Our review indicates that additional information must be presented to demonstrate compliance with Title 30 Texas Administrative Code (TAC) Sections 305.45 and 330.50.

Please note that this letter does not represent a detailed technical review of the application, but rather identifies certain portions of the application which have been omitted or are clearly deficient. A detailed technical review will be conducted after submittal of your response to the deficiencies noted below which follow the format of the TCEQ Part A and B hazardous waste permit application form.

The deficiencies noted in the enclosed table follow the format of the Texas Commission on Environmental Quality Part A and Part B hazardous waste permit application forms. Each deficiency is uniquely identified in the enclosed table "Application Deficiencies - Administrative NOD #1" and requires your response. Responses to these deficiencies must be submitted before the application can be declared administratively complete.

Please note, when providing your response, you must:

1. Refer to the unique deficiency identifier;
2. Include the location in the permit application where your response requires revisions or where you provide additional information;
3. Include any other narrative necessary to explain your response;
4. If possible, provide a redline/strikeout version clearly identifying all proposed changes from the existing permit application; and

Mr. Bob Hurt
Page 2
December 17, 2020

Re: Hazardous Waste Permit Number: 50377

5. Include replacement pages for insertion into the application. Each replacement page should contain a revision date and revision number.
6. If a revision to the application causes text to shift and/or pagination to change, please provide all pages affected by the revision(s).

An electronic copy of the table is available upon request.

Please submit an original and three (3) copies of your application revisions, including new signature pages for the Part B application within 14 days of the date of this letter. Please ensure that the date the signature is signed by the owner and operator is the same date subscribed and sworn in by the Notary Public. Please also ensure that the Notary Public signs and dates the original signature page. Please make sure to include Tracking No. 25766261 on all NOD responses.

Failure to submit a satisfactory response to each of the noted deficiencies by the response due date may result in a recommendation to return or deny the application and may result in a referral to the Enforcement Division.

If you have any questions regarding this matter, please contact me by email at dawn.dollins@tceq.texas.gov. If you respond in writing, please include mail code MC 126 in the mailing address.

Sincerely,



Dawn Dollins, License & Permit Specialist
Business & Program Services Section
Waste Permits Division
Texas Commission on Environmental Quality

Enclosure

cc: Mr. David Baran, Senior VP-Manufacturing, Dal-Tile Corporation, Dallas

Application Deficiencies – Administrative NOD #1

ID ¹	App. Part	App. Section	Location ²	Citation	Error Type ³	Deficiency Description/Resolution	Response
A1		Binders	Section B-3		Incorrect	Please provide revised cover pages for each application binder with the correct facility name and address.	Cover pages for each application binder have been revised with the correct facility name and address.
A2		Binders	Title Page		Incorrect	Please provide revised title pages for each application binder with the correct facility name and address.	Title pages for each application binder have been revised with the correct facility name and address.
A3	A	Tab 1	Page 1	Application Instructions	Incorrect	Please provide the actual address for the facility.	Page 1 of Section I.A was revised to reflect the address of the facility.
A4	A	Tab 1	Page 1	Application Instructions	Incorrect	Please revise the charter number listed under Section C to match the charter number listed under Section A for the corporation.	The charter number on page 1, Section I.C, was revised to match the charter number listed on page 1, Section I.A.
NA	A	Tab 1	Page 2	Application Instructions			Based upon EnSafe's conversation with TCEQ after receipt of this NOD, Section I.D.2 on page 2 was changed from "Yes" to "No", and Attachment A contains a copy of Dal-Tile's Purchase and Sale Agreement with the current property owner.
A5	A	Tab 1	Core Data Form	Application Instructions	Incomplete	Please provide an original signed Page 2 for the core data form.	An original signed page 2 of the Core Data Form has been provided.
A6	A	Tab 1	Page 5	Application Instructions	Incomplete	Please provide an original notarized signature page.	An original notarized signature page has been provided for Part A.
A7	B	Tab 1	Page 1	Application Instructions	Incomplete	Please provide the facility address.	Table I.1 was revised to reflect the address of the facility.
A8	B	Tab 1	Pages 2-3	Application Instructions	Incomplete	Please provide the public place and address the application will be available to the public.	On pages 2 and 3 of Table 1, the Kleberg-Rylie Branch Library and its address have been added as the place where the application will be available to the public.
A9	B	Tab 1	Page 3	305.42; 305 Subchapter D	Incorrect	Please uncheck the box for a Class 1 ¹ modification.	The Class 1 modification box in Table 1, page 3, has been unchecked.
A10	B	Tab 1	Appendix I.D.6	Application Instructions	Incomplete	This application indicates a minor amendment. Please identify the changes requiring the minor amendment in Table I.1. If no changes, please uncheck the boxes for minor and amendment.	The boxes for "Minor" and "Amendment" have been unchecked in Appendix I.D.6 of the application instructions.
A11	B	Tab 1	Page 4 & Appendix I.G	30 TAC 39.103(b)	Incorrect	State Senator: Please verify and correct the district number from 23 to 2 based on the facility physical address.	The Texas State Senator's name and contact information were verified and revised on Page 4 and in Appendix I.G. accordingly.
A12	B	Tab 1	Page 5 & Appendix I.G	30 TAC 39.103(b)	Incorrect	State Representative: Please verify and correct the district number and representative information based on the facility physical address.	The Texas State Representative's name and contact information were verified and revised on Page 5 and in Appendix I.G. accordingly.
A13	B	Tab 1	Page 5 & Appendix I.G	30 TAC 39.103(c)	Incomplete	Local Health Authority: please verify and resubmit with a contact name or N/A as appropriate.	The City of Dallas Department of Environmental Health Services office is no longer in existence; requests for information are referred to the Dallas County Department of Health and Human Services. The contact list has been updated on Page 5 and in Appendix I.G. accordingly.
A14	B	Tab 1	Part B Form	305.44; 270.11	Incomplete	Please provide an original notarized signature page.	An original notarized signature page has been provided for Part B.
A15	B	Tab 1	Appendix I.G	305.45(a)(6)(A-D)	Incorrect	Please provide the adjacent landowners list keyed to match the numbering submitted on the landowner's map. Please provide a mailing list in the proper format (CD or Printed Labels, 30 addresses per/page in 3 columns of 10, USPS Machine Readable format).	The adjacent landowners list was revised to better correlate with the adjacent landowners' map. Printed labels will be provided in the hard copy deliverable of this NOD response.

ID ¹	App. Part	App. Section	Location ²	Citation	Error Type ³	Deficiency Description/Resolution	Response
A16	B	Section II	Appendix II.A	335.204(a)(7), (b)(8), (c)(7), (d)(7), and/or (e)(9)	Incorrect	Please check only one box as applicable.	The "No" box is the only one checked in Appendix II.A.
A17	B	Section II	Appendix II.A	335.204(a)(9), (b)(12), (c)(11), (d)(11), and/or (e)(13)	Incorrect	Please check only one box as applicable.	The "No" box is the only one checked in Appendix II.A.
A18	B	Section VI	Appendix VI.A		Incorrect	Figures 1, 4, 9, 28, 29, 30, 31 are for the Pleasant Run Landfill. Please submit these figures for the Elam Landfill.	Figures 1, 4, 9, 28, 29, 30, and 31 for the Elam Landfill have been provided to be included in Appendix VI.A. Note that some figure numbers are not the same for Pleasant Run and Elam; figure numbers 29, 30, and 31 for Pleasant Run are 2-8, 2-9, and 2-10 for Elam, respectively.
A19	B	Section VI	Appendix VI.B		Omitted	Complete and submit Table VI.B.3.b - Unit Groundwater Detection Monitoring System in hard copy and editable electronic format	Table VI.B.3.b - Unit Groundwater Detection Monitoring System located in Appendix VI.B has been provided in hard copy and editable electronic format.
A20	B	Section VI	Appendix VI.B		Incorrect	Figures 28, 29, 30, 31 are for the Pleasant Run Landfill. Please submit these figures for the Elam Landfill.	Figures 28, 29, 30, and 31 for the Elam Landfill have been provided to be included in Appendix VI.B. Note that some figure numbers are not the same for Pleasant Run and Elam; figure numbers 29, 30, and 31 for Pleasant Run are 2-8, 2-9, and 2-10 for Elam, respectively.
A21	B	Section VII	Appendix VII.D		Omitted	Please complete and submit Table VII.D. - Unit Post-Closure Cost Estimate in hard copy and editable electronic format.	Table VII.D. - Unit Post-Closure Cost Estimate located in Appendix VII.D is not applicable but has been provided in hard copy and editable electronic format and marked as "NA."
A22	B	Section XII	Appendix XII		Incomplete	Please complete Table XII.B.-Hazardous Waste Permit Application Fee Worksheet to include the "Pay This Amount" total for all columns. Please include the check number or the on-line payment number.	Table XII.B. - Hazardous Waste Permit Application Fee Worksheet in Appendix XII has been completed to add the total amount, and check number, date, and amount.
A23					Omitted	Please pay the outstanding fees due in the amount of \$11,041.88. The invoices are included for your convenience.	Dal-Tile has paid the outstanding fees to TCEQ.

¹Deficiency ID - Key: A#=Administrative deficiency (ex. A12); T#=Technical deficiency (ex. T10); C#=Comment only (ex. C1); Number in parenthesis (n) = nth instance of same deficiency (ex. T1(2) is the second instance of deficiency T1 originally identified in previous NOD).

²Location of deficiency in submittal/application. Items in square brackets [] refer to applicant's supplemental information submitted as attachments to the application form.

³Possible Error Types, one of: Ambiguous, Incomplete, Inconsistent, Incorrect, Omitted, Typo, or Wrong Format.³Possible Error Types, one of: Ambiguous, Incomplete, Inconsistent, Incorrect, Omitted, Typo, or Wrong Format.

PART A AND PART B PERMIT RENEWAL APPLICATION

DAL-TILE CORPORATION ELAM LANDFILL
11928 KLEBERG ROAD DALLAS, TEXAS
75253

EnSafe Project Number:
0888822950

Prepared for:



Dal-Tile Corporation
7834 C.F. Hawn Freeway
Dallas, Texas 75217

Revision 1.0
January 2021

4545 Fuller Drive, Suite 342
Irving, Texas 75038
972-791-3222 | 800-588-7962
www.ensafe.com



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Revised Part A Pages

**POST-CLOSURE HAZARDOUS WASTE
PERMIT RENEWAL APPLICATION
PART A**

DAL-TILE CORPORATION-ELAM LANDFILL
11928 KLEBERG ROAD
DALLAS, TEXAS 75253

**Hazardous Waste Permit No: 50377
Solid Waste Registration No: 52013
EPA I.D. No.: TXD988032751**

Submitted on behalf of



Dal-Tile Corporation
7834 C.F. Hawn Freeway
Dallas, Texas 75217

**Revision 1.0
January 2021**

4545 Fuller Drive, Suite 342
Irving, Texas 75038
972-791-3222 | 800-588-7962



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Texas Commission on Environmental Quality
Permit Application for a Hazardous Waste Storage/Processing/Disposal Facility
Part A - Facility Background Information

I. General Information

A. Facility Name: ***Dal-Tile Corporation— Elam Landfill***

(Individual, Corporation, or Other Legal Entity Name)

TCEQ Solid Waste Registration No: **52013**

EPA I.D. No.: **TXD988032751**

Street Address (If Available): **~~7834 C.F. Hawn Freeway~~ 11928 Kleberg Road**

City: **Dallas**

State: **Texas** Zip Code: **~~75217~~ 75253**

County: **Dallas**

Telephone Number: **214-309-4891**

Charter Number: **10360206**

If the application is submitted on behalf of a corporation, please identify the Charter Number as recorded with the Office of the Secretary of State for Texas.

B. Facility Contact

1. List those persons or firms who will act as primary contact for the applicant during the processing of the permit application. Also indicate the capacity in which each person may represent the applicant (engineering, legal, etc.). The person listed first will be the primary recipient of correspondence regarding this application. Include the complete mailing addresses and phone numbers.
2. If the application is submitted by a corporation or by a person residing out of state, the applicant must register an Agent in Service or Agent of Service with the Texas Secretary of State's office and provide a complete mailing address for the agent. The agent must be a Texas resident.

C. Operator²: Identify the entity who will conduct facility operations.

Facility Contacts:

Mr. David Baran
Senior Vice President — Manufacturing
Dal-Tile Corporation
7834 C. F. Hawn Freeway
Dallas, Texas 75217
O - 214-309-4448

Mr. Robert Hurt
Director — Environmental, Health & Sustainability
Dal-Tile Corporation
7834 C. F. Hawn Freeway
Dallas, Texas 75217
O — 214-309-4891
C — 972-921-6062

Charter Number: **~~2116273~~ 10360206**

² The operator has the duty to submit an application if the facility is owned by one person and operated by another [30 TAC 305.43(b)]. The permit will specify the operator and the owner who is listed on this application [Section 361.087 Texas Health and Safety Code].

D. Owner

1. Indicate the ownership status of the facility:

a. Private X

- (1) X Corporation
- (2) _____ Partnership
- (3) _____ Proprietorship
- (4) _____ Non-profit organization

b. Public _____

- (1) _____ Federal
- (2) _____ Military
- (3) _____ State
- (4) _____ Regional
- (5) _____ County
- (6) _____ Municipal
- (7) _____ Other (specify)

2. Does the operator own the facility units and facility property?

Yes No

If you checked "no",

- a. Submit as "Attachment A" a copy of the lease for use of or the option to buy said facility units and/or facility property, as appropriate; and
- b. Identify the facility units' owner(s) and/or facility property owner(s). Please note that the owner(s) is/are required to sign the application on page 5.

Owner Name: **Dallas Aggregate Dirt Sand Recycling Inc.**

Address: **8815 CF Hawn Freeway**

City: **Dallas,** State: **Texas** Zip Code: **75217**

Telephone Number: **(214) 379-8842**

E. Type of Application Submittal:

Initial _____ or Revision X (**renewal of Post Closure Permit No. 50377**)

F. Registration and Permit Information

Indicate (by listing the permit number(s) in the right-hand column below) all existing or pending State and/or Federal permits or construction approvals which pertain to pollution control or industrial solid waste management activities conducted by your plant or at your location. Complete each blank by entering the *permit number*, or the *date of application*, or "none".

Attachment A
Executed Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of 11.2.18, 2018 (the "Effective Date"), by and between **DAL-TILE CORPORATION**, a Pennsylvania corporation ("Seller"), and **DALLAS AGGREGATE DIRT SAND RECYCLING, INC.**, a Texas corporation ("Purchaser").

RECITALS:

A. Seller is the owner of a certain tract of land located containing approximately 50 acres located at 11900 Kleburg Road in the City of Dallas (the "City"), Dallas County, Texas (the "Land"), which Land is more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

B. Pursuant to the terms and provisions contained herein, Seller desires to sell and convey to Purchaser and Purchaser desires to purchase the Land.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale. Pursuant to the terms and provisions contained herein, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the Land, together with all rights, title and interests of Seller in and to any and all improvements and appurtenances exclusively belonging or pertaining thereto (collectively, the "Property").

ARTICLE II PURCHASE PRICE, EARNEST MONEY AND INDEPENDENT CONSIDERATION

Section 2.01 Purchase Price. The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property acquired pursuant to this Agreement shall be Two Hundred Seventy-Five Thousand and No/100 Dollars (\$275,000.00).

Section 2.02 Earnest Money and Independent Consideration.(a) Within five (5) day after the Effective Date, Purchaser shall deliver to Chicago Title Insurance Company, Attention: Donna Gullege, at the address noted below (the "Title Company"), the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) in cash or immediately available funds (the "Earnest Money"). The Earnest Money shall be credited against the Purchase Price, and the balance of the Purchase Price, subject to proration and adjustments as provided herein, shall be paid in cash at Closing (defined below). Any and all cash deposited with the Title Company as Earnest Money shall be deposited and held in an interest bearing account for the benefit of the party entitled thereto pursuant to this Agreement. All Earnest Money delivered hereunder, and all interest (if any) accrued thereon, shall hereinafter be sometimes collectively referred to as the

“Earnest Money.” In the event that the Title Company does not receive timely deposit of the Earnest Money, this Agreement may be terminated by Seller.

(b) The parties hereby agree that a portion of the Earnest Money in the amount of One Hundred and No/100 Dollars (\$100.00) shall be independent consideration (the “Independent Consideration”) for Seller’s execution and delivery of this Agreement and the feasibility study period (as hereinafter defied), granted in and pursuant to this Agreement. The Independent Consideration is non-refundable and shall be retained by Seller, notwithstanding any other provision of this Agreement.

ARTICLE III SURVEY AND TITLE BINDER

Section 3.01 Survey and Title Binder.(a) Within ten (10) days after the Effective Date, Seller shall, at Seller’s sole expense, deliver or cause to be delivered to Purchaser at the address stated below, a copy of an existing on-the-ground survey (the “Survey”) of the Land.

(b) Within fifteen (15) days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser, at Purchaser’s sole expense, at the address stated below, a copy of (i) a title commitment (the “Title Binder”) addressed to Purchaser issued by the Title Company, showing Purchaser and Seller as set forth in this Agreement, covering the Property and binding the Title Company to issue to Purchaser at the Closing a Texas Owner’s Policy of Title Insurance on the standard form of policy prescribed by the Texas State Board of Insurance (the “Owner’s Title Policy”) in the aggregate amount of the Purchase Price for the Property to be acquired by Purchaser pursuant hereto, and (ii) copies of any and all instruments referred to in the Title Binder as constituting exceptions or restrictions upon or matters affecting the title of Seller to the Property, except that copies of any liens or any other matters which are to be released at or before the Closing may be omitted (the “Exception Documents”).

Section 3.02 Review of Survey and Title Binder. In the event any exceptions or reservations appear in the Title Binder or in the event the Survey is unacceptable to Purchaser, Purchaser’s sole and exclusive remedy shall be to terminate this Agreement by written notice delivered to Seller on or before the date which is ten (10) business days prior to the expiration of the Feasibility Study Period (as hereinafter defined). If Purchaser does not exercise its right to terminate this Agreement in accordance with this Section 3.02, all matters contained in or on, and all of Purchaser’s objections to, the Title Binder, Survey, Exception Documents and all other documents delivered hereunder or otherwise obtained by Purchaser pursuant to or in connection with this Agreement or the Property shall be deemed waived by Purchaser. Any matters to which Purchaser does not object or which Purchaser waives or is deemed to have waived shall be “Permitted Exceptions”. If Purchaser terminates this Agreement as provided in this Section 3.02, the Title Company shall immediately return the Earnest Money (other than the Independent Consideration) to Purchaser, this Agreement shall terminate and no party hereunder shall thereafter have any further obligation to the other hereunder, except as otherwise provided herein.

**ARTICLE IV
FEASIBILITY STUDY AND INSPECTION**

Section 4.01 Feasibility Study.(a) Purchaser shall have the right for a period of sixty (60) days after following the Effective Date (the "Feasibility Study Period") to enter onto the Property for the purpose of conducting studies or tests and to conduct an engineering and/or economic feasibility study of the Property (the "Feasibility Study"), which studies and tests may include financial and marketing analyses, soil tests, topographical analysis, engineering studies, and environmental, except no soil test shall occur within the fences denoting the landfill's boundary on the Property. Purchaser shall give notice to Seller a reasonable time prior to entry onto the Property and shall permit Seller to have a representative present during all Inspections conducted at the Property. Purchaser shall not conduct any invasive testing, such as a Phase II environmental survey, without Seller's prior written approval, which may be withheld in Seller's sole discretion. In the event Purchaser shall determine, in its sole judgment, that the Property is not satisfactory or economically suitable for its intended development or business, Purchaser shall deliver written notice to Seller on or before the expiration of the Feasibility Study Period, stating Purchaser's termination of this Agreement. In the event of such a termination, all Earnest Money (other than the Independent Consideration) shall be immediately returned to Purchaser by the Title Company upon receipt of such termination notice and thereafter this Agreement shall be null and void and neither party shall have any further obligation or liability to the other hereunder except as otherwise provided in this Agreement.

(b) Purchaser shall maintain or shall cause its consultants to maintain commercial general liability insurance with coverages of not less than \$1,000,000.00 for injury or death to any one person and \$3,000,000.00 for injury or death to more than one person and \$1,000,000.00 with respect to property damage.

(c) Purchaser shall indemnify and defend Seller and hold Seller harmless from and against any and all claims, liabilities or damages to the Property or against Seller caused by Purchaser's and/or Purchaser's authorized agents', representatives' or employees' actions during the Feasibility Study Period or as a result of any inspection of the Property by such parties.

**ARTICLE V
REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS**

Section 5.01 Representations, Warranties and Covenants of Seller. Seller represents, warrants and covenants to Purchaser as follows:

(a) Seller has full power to enter into this Agreement and to consummate the transactions provided for herein. This Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, subject, however, to statutory or regulatory limitations which may be imposed upon Seller and of which Seller is not presently, actually aware.

(b) Seller is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or

Unverified List; the U.S. Treasury Department Office of Foreign Assets Control (“OFAC”) Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls (“DDTC”) Debarred Parties List, and each of the parties agrees that it will not sell or transfer any Goods to such persons. Seller shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC.

(c) Seller expressly makes no representation or warranty with respect to the accuracy or completeness of any information or materials prepared by third parties and furnished to or obtained by Purchaser. Purchaser hereby agrees that such information and materials shall be provided on an “as is” basis and Seller shall have no obligation to verify or compile such data. In this regard, Purchaser hereby acknowledges that the facts and conditions referenced in the information to be provided to, or obtained by, Purchaser pursuant to this Agreement may change over time and any conclusions and recommendations set forth therein are applicable only to the facts and conditions as described therein. Purchaser should use good faith efforts in determining that the contents of all information to be provided to, or obtained by, Purchaser are accurate. Further, Purchaser should also note that some or all of the information may have been prepared only for the benefit of Seller or its related entities, and thus the firm that prepared such information may have limited the use thereof only to Seller, in which case such information will not be released to Purchaser until Seller receives (if ever) the preparing firm’s written consent to such release. Seller makes no representation or warranty as to the truth, accuracy or completeness of any information to be delivered to or obtained by Purchaser from Seller or any other party pursuant to the terms of this Agreement. Purchaser acknowledges and agrees that all such information is provided or made available to Purchaser as a convenience only and that any reliance on or use of such information shall be at the sole risk of Purchaser. Purchaser agrees to return promptly to Seller all the information and materials furnished to Purchaser if the transaction contemplated hereby is not consummated for any reason.

Section 5.02 Representations, Warranties and Covenants of Purchaser. To induce Seller to enter into this Agreement and to sell the Property, Purchaser represents, warrants and covenants to Seller as follows:

(a) Purchaser has full power to enter into this Agreement and to consummate the transactions provided for herein, and neither entering into this Agreement, nor consummating any of the transactions provided for herein, will result in or constitute a violation or breach by Purchaser of any lien, deed of trust, agreement or other instrument affecting the Property or to which Purchaser is a party or by which Purchaser is bound.

(b) Purchaser is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the BIS Denied Persons List; Entity List or Unverified List; the OFAC Specially Designated Nationals and Blocked Persons List; or the DDTC Debarred Parties List, and each of the parties agrees that it will not sell or transfer any Goods to such persons. Purchaser shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC.

(c) Purchaser will comply with all applicable laws, ordinances, regulations, statutes, codes, rules, orders, decrees, determinations, covenants and restrictions relating to the Property and every part thereof including those promulgated or imposed by any agency, department, commission, board, bureau or instrumentality of any governmental authority of the United States, the State of Texas, the City, the County of Dallas or any other local authority.

All representations and warranties of Purchaser contained in this Agreement shall survive the Closing and shall not merge into the Deed to be delivered thereat.

Section 5.03 Monitoring Easement Agreement. At Closing, Purchaser shall grant an easement (the "Monitoring Easement") over, under, and across the Property for the benefit of Seller for the purpose of complying with Seller's post-closure care requirements for the Property pursuant to that certain Permit No. 50377 issued on March 7, 2011, by the Texas Commission on Environmental Quality (the "Monitoring Permit"). Prior to the expiration of the Feasibility Period, Seller and Purchaser shall use commercially reasonable efforts to negotiate and finalize an agreement for the Monitoring Easement (the "Monitoring Easement Agreement"), which shall include, but not be limited to, the following terms: (i) Seller's access to the Property upon at least twenty-four hours' notice and at least twice per calendar year to monitor and conduct testing at the Property pursuant to Seller's obligations under the Monitoring Permit, and (ii) termination of the easement upon Seller's receipt of a No Further Action letter regarding the Monitoring Permit from the Texas Commission on Environmental Quality.

ARTICLE VI EMINENT DOMAIN

Section 6.01 Eminent Domain. Without limiting any of Purchaser's other rights set forth in this Agreement, if, prior to the Closing, any portion of the Property shall be permanently taken or condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, Purchaser may, at its option, (a) terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be immediately returned to Purchaser by the Title Company and neither party shall thereafter have any further obligations to the other hereunder, (b) acquire only that portion of the Property which has not been taken, condemned or transferred, or (c) close the acquisition of the Property as provided herein. If Purchaser elects to close, despite said taking, condemnation or transfer, Seller shall assign to Purchaser Seller's right, title and interest in and to any compensation award resulting from said taking, condemnation or transfer.

ARTICLE VII CLOSING

Section 7.01 Closing Schedule. The closing of the purchase and sale of the Property to be conveyed under this Agreement (the "Closing", and the date of such Closing shall hereinafter be referred to as the "Closing Date") shall be held at the offices of the Title Company on or before thirty (30) days after the expiration of the Feasibility Study Period.

Section 7.02 Delivery of Documents and Purchase Price.(a) At the Closing, Seller shall deliver to Purchaser the following (the "Closing Documents"):

- (i) a special warranty deed in appropriate form to convey the Property to the Purchaser as provided herein subject to the Permitted Exceptions (the “Deed”);
- (ii) an executed counterpart of the Monitoring Easement Agreement;
- (iii) a certification of Seller’s non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.
- (iv) any and all such other documents and instruments as may be reasonably necessary to effectuate the transfer of the Property as provided herein.

(b) At the Closing, Purchaser shall deliver to Seller (i) the Purchase Price for the Property (with credit for the Earnest Money) in immediately available cash, (ii) an executed counterpart of the Monitoring Easement Agreement, and (iii) any and all such other documents and instruments as may be reasonably necessary to effectuate the transfer of the Property and other transactions as provided herein.

Section 7.03 Proration of Closing Costs and Expenses.(a) Ad valorem taxes for the Property for the then current year shall be prorated at the Closing effective as of the date of the Closing and shall be adjusted in cash to Purchaser at the Closing. If the amount of taxes for the year in which the Closing takes place is not known at the time of the Closing, the apportionment of the taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation; provided, however, that any difference in ad valorem taxes for the year of sale actually paid by Purchaser shall be adjusted between the parties upon receipt of written evidence of the payment thereof. Furthermore, if any portion of the Property is assessed and taxed as a part of a larger parcel of real estate, then, for purposes of computing tax prorations hereunder, a proportionate part of the real estate taxes attributable to such larger parcel shall be allocated to such Property on the basis of the ratio between the number of gross square feet comprising the Property and the total number of gross square feet comprising such larger parcel of real estate, taking into account the value and location of any improvements on parts of the larger parcel. Notwithstanding the foregoing, in the event Seller or Seller’s predecessors in title have claimed any partial or total exemption from taxation of the Property based upon agricultural or open space use or any other use which may affect such partial or total exemption or in the event that any taxes, assessments, penalties and/or interest (collectively, “Rollback Taxes”) are imposed or proposed against or related to the Property after the Closing due to the termination of an exemption or for any other reason and which apply to or are based, calculated or assessed in some manner on periods prior to the Closing, such Rollback Taxes shall be paid by Purchaser. Purchaser’s obligation to pay such Rollback Taxes shall survive the Closing.

(b) Seller hereby agrees to pay and be responsible for all costs and expenses incurred by or on behalf of Seller including Seller’s attorney’s fees, and no other Closing costs.

(c) Subject to Section 7.03(b) above, Purchaser hereby agrees to pay and be responsible for all Closing costs, which shall include, but not be limited to, the following:

- (i) all fees and premiums for the Title Binder and for the Owner’s Title Policy;

- (ii) the cost of recording the Deed to the Property;
- (iii) the Title Company's escrow fees; and
- (iv) all costs and expenses incurred by or on behalf of Purchaser including Purchaser's attorney's fees.

**Section 7.04 Texas Property Code Section 5.010 Notice. NOTICE REGARDING
POSSIBLE
LIABILITY FOR ADDITIONAL TAXES**

If for the current ad valorem tax year the taxable value of the land that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

**ARTICLE VIII
TERMINATION, DEFAULT AND REMEDIES**

Section 8.01 Termination. If this Agreement is terminated pursuant to any paragraph or provision hereof granting such power or by the mutual consent of the parties hereto, all amounts theretofore paid, as Earnest Money or otherwise, shall be promptly delivered to the party entitled thereto as provided herein without notice or liability to, or release from, the other party, and the parties shall thereafter have no further obligation or liabilities to the other hereunder.

Section 8.02 Purchaser's Default and Seller's Remedies. In the event Purchaser fails to fulfill any of its obligations hereunder, except as a result of Seller's default hereunder or the termination of this Agreement pursuant to any provision hereof, Seller shall have the right (a) to terminate this Agreement and retain the Earnest Money as liquidated damages for the breach of this Agreement, or (b) enforce specific performance of this Agreement.

Section 8.03 Seller's Default and Purchaser's Remedies. In the event Seller fails to fulfill any of its obligations hereunder, except as a result of Purchaser's default hereunder or the termination of this Agreement pursuant to any provision hereof, Purchaser may, as Purchaser's sole and exclusive remedy hereunder, either (a) terminate this Agreement and receive an immediate refund of the Earnest Money in which event no party hereunder shall have any further rights or obligations under this Agreement, or (b) enforce specific performance of this Agreement.

**ARTICLE IX
COMMISSION**

Section 9.01 Commission. Each of the parties hereto hereby represents and warrants to the other parties that no other real estate commissions or finder's fees are due or payable as a result of or in connection with this Agreement or the transactions contemplated herein to any person or agency, and that each of the parties hereby agrees to indemnify the other party and hold the other party harmless from and against any and all claims for real estate commissions and/or finders fees occasioned by its acts.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.01 Date of Performance. In the event the Closing Date should fall on a legal holiday, Saturday or Sunday, such date shall be extended to the next working day which is not a legal holiday, Saturday or Sunday, and such next working day shall be considered to be the Closing Date.

Section 10.02 Assignment. This Agreement may not be assigned by either party without the other party's prior written approval.

Section 10.03 Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered and received when actually received by the intended recipient or, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, return receipt requested, addressed to the intended recipient at the address shown below.

If to Purchaser: Dallas Aggregate Dirt Sand Recycling, Inc.
 8815 C.F. Hawn Freeway
 Dallas, Texas 75217
 Attention: Thomas Flores
 Email: thomasflores.apxpress@yahoo.com

If to Seller: Dal-Tile Corporation
 7834 C.F. Hawn Freeway Dallas, TX 75217
 Attention: Marc Morisseau
 Sr. Director Real Estate
 Email: marc.morisseau@daltile.com

with a copy to: Mohawk Industries
 160 S Industrial Blvd.
 Calhoun, GA 30701
 Attention: General Counsel

Any address for notice may be changed by written notice so given.

Section 10.04 Forms. In case of a dispute as to this form or any document required hereunder, this form shall be conclusively deemed reasonable and shall not be presumptively interpreted against either party.

Section 10.05 Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language of this Agreement.

Section 10.06 Attorney's Fees. If either party shall be required to employ an attorney to enforce or defend the rights of such party hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection therewith.

Section 10.07 Integration. This Agreement contains the complete agreement between the parties hereto and cannot be varied, modified or altered except by the written agreement of the parties hereto. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

Section 10.08 Survival. Any portion of this Agreement not otherwise consummated at the Closing will not survive the Closing as a continuing agreement by and between the parties hereto.

Section 10.09 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon and enforceable by the parties hereto and their respective heirs, representatives, successors and assigns.

Section 10.10 Binding Law. This Agreement shall be governed by and interpreted and construed under the laws of the State of Texas and is performable in Dallas County, Texas.

Section 10.11 Relationship of the Parties. Nothing contained herein is intended to create, nor shall it ever be construed to make, Seller and Purchaser partners or joint venturers.

Section 10.12 Compliance with Section 6045(e) of the Tax Reform Act of 1986. The Title Company hereby agrees to (a) timely file returns with the Internal Revenue Service, on Form 1099-B or such other forms as instructed by the Internal Revenue Service, showing the gross proceeds of each transaction contemplated hereunder, the recipient thereof and such other information as the Internal Revenue Service may by form or regulation require from time to time, and (b) furnish Seller and Purchaser with a written statement showing the name and address of the Title Company and the information shown on such returns with respect to each such transaction. These returns shall be filed to ensure that the parties to these transactions will be in compliance with Section 6045(e) of the Internal Revenue Code of 1986, as amended from time to time, and as further set forth in any regulations promulgated thereunder.

Section 10.13 Utility District. If any portion of the Property is situated within a utility district subject to the provisions of Section 49.452 of the Texas Water Code, then at or prior to any Closing, Seller agrees to give Purchaser the written notice required by said Section 49.452.

Section 10.14 Sale Offer. The execution of this Agreement by Seller constitutes an offer to sell the Property. Unless this Agreement is accepted by Purchaser and a fully executed copy is delivered to Seller on or before 5:00 p.m., October 16, 2018, the offer set forth in this Agreement shall be automatically revoked and terminated.

Section 10.15 Time is of the Essence. Time is hereby expressly made of the essence with respect to each and every term and provision of this Agreement including, but not limited to, each and every time constraint and deadline imposed by the terms of this Agreement, together with the obligations of the parties to close the transaction contemplated by this Agreement on the Closing Date. No waiver by either party of any of its rights or remedies hereunder or otherwise shall be considered a waiver of any other subsequent right or remedy.

Section 10.16 Confidentiality. Prior to the Closing, no party shall, without the prior written consent of the other parties hereto, disclose to any person or party the existence or the economic terms of this Agreement.

Section 10.17 Disclaimer and Indemnity. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN ARTICLE V, THIS AGREEMENT IS MADE WITHOUT RECOURSE (EVEN AS TO THE RETURN OF THE PURCHASE PRICE), COVENANT OR WARRANTY BY OR AGAINST SELLER, OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND THE PROPERTY SHALL BE CONVEYED AND TRANSFERRED TO PURCHASER "AS IS, WHERE IS AND WITH ALL FAULTS". SELLER DOES NOT WARRANT OR MAKE ANY REPRESENTATION, EXPRESS OR IMPLIED, AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUANTITY, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFECTS OR COMPLIANCE WITH LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY AND THE ENVIRONMENT) OR ANY OTHER MATTER AFFECTING THE PROPERTY AND SELLER SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIRS, ALTERATIONS OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY. FURTHER, PURCHASER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND SELLER'S REPRESENTATIVES FROM AND AGAINST ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF THE CONDITION OF THE PROPERTY BROUGHT BY ANY OF PURCHASER'S SUCCESSORS OR ASSIGNS, OR ANY THIRD PARTY, AGAINST SELLER OR SELLER'S REPRESENTATIVES. INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER IN RESPECT OF THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES. SELLER HAS NOT MADE AN INDEPENDENT INVESTIGATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS THEREOF. PURCHASER HEREBY ASSUMES ALL RISK AND LIABILITY RESULTING FROM THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY, WHICH PURCHASER WILL INSPECT AND ACCEPT "AS IS". IN THIS REGARD, PURCHASER ACKNOWLEDGES THAT (a) PURCHASER HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY INFORMATION GIVEN TO PURCHASER PRIOR TO THE DATE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, PROMOTIONAL MATERIALS OR FINANCIAL DATA, (b) PURCHASER WILL MAKE ITS DECISION TO PURCHASE THE PROPERTY BASED UPON PURCHASER'S OWN DUE DILIGENCE AND INVESTIGATIONS, (c) PURCHASER HAS SUCH KNOWLEDGE AND EXPERIENCE IN REAL ESTATE INVESTMENT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTIONS PROVIDED IN THIS

AGREEMENT, AND (d) PURCHASER IS FINANCIALLY ABLE TO BEAR THE ECONOMIC RISK OF THE LOSS OF SUCH INVESTMENT AND THE COST OF THE DUE DILIGENCE AND INVESTIGATIONS UNDER THIS AGREEMENT. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. Disclaimers similar to the foregoing in form satisfactory to Seller may be inserted in any and all documents to be delivered by Seller to Purchaser at Closing.

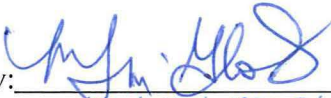
Section 10.18 Location of Flood Plain. Seller makes no representation or warranty, express or implied, regarding the location of any 100 year flood plain or the impact of a 100 year flood plain on the Property. Any costs or expenses associated with the revision of the 100 year flood plain or revision of the 100 year flood plain map, including (a) administrative and filing expenses for obtaining a conditional letter of map revision or letter of map revision, and (b) costs of construction to revise the 100 year flood plain, shall be borne solely and exclusively by Purchaser, and Seller shall have no liability therefor.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED on the dates stated below:

SELLER:

DAL-TILE CORPORATION,
a Pennsylvania corporation

By: 
Name: Michael McElathlin
Title: CFO & VP Finance

10.30.18
Date of Execution

PURCHASER:

**DALLAS AGGREGATE DIRT SAND
RECYCLING, INC.,**
a Texas corporation

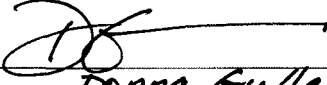
By: 
Name: Thomas E. Flores
Title: President

10-23-18
Date of Execution

ACKNOWLEDGMENT

The undersigned Title Company hereby acknowledges its receipt of an executed copy of this Agreement and the Earnest Money provided herein (if any) and, further, agrees to comply with and be bound by the terms and provisions of this Agreement, including, without limitation, those terms relating to disposition of the Earnest Money and compliance with Section 6045(e) of the Internal Revenue Code of 1986, as amended from time to time, and as further set forth in any Regulations or forms promulgated thereunder.

**CHICAGO TITLE INSURANCE
COMPANY**

By: 
Name: Donna Gullette
Title: Escrow Officer
Date: 2/11/2019

Address: 2828 Routh Street, Suite 800
Dallas, Texas 75201
Telephone: 214-220-1820
Facsimile: 214-965-1633

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

- 1: BLK 8791
 - 2: TR 2 ACS 50.00
 - 3: ALSO PT BLK 8789
 - 4: VOL91065/4898 DD040191 CO-DALLAS
 - 5: 8791 000 002 3008791 000
- Deed Transfer Date:** 4/3/1991



TCEQ Use Only

TCEQ Core Data Form

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
<input type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input checked="" type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)	<input type="checkbox"/> Other	
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN 600128797		RN 103858163

SECTION II: Customer Information

4. General Customer Information	5. Effective Date for Customer Information Updates (mm/dd/yyyy)	10/29/2020	
<input type="checkbox"/> New Customer <input checked="" type="checkbox"/> Update to Customer Information <input type="checkbox"/> Change in Regulated Entity Ownership <input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)			
The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).			
6. Customer Legal Name (If an individual, print last name first: eg: Doe, John)		If new Customer, enter previous Customer below:	
Dal-Tile Corporation			
7. TX SOS/CPA Filing Number	8. TX State Tax ID (11 digits)	9. Federal Tax ID (9 digits)	10. DUNS Number (if applicable)
10360206	11605771804	160577180	612757070
11. Type of Customer:	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Individual	Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other:	
12. Number of Employees		13. Independently Owned and Operated?	
<input type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input checked="" type="checkbox"/> 501 and higher		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following			
<input type="checkbox"/> Owner <input type="checkbox"/> Operator <input checked="" type="checkbox"/> Owner & Operator <input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> Voluntary Cleanup Applicant <input type="checkbox"/> Other:			
15. Mailing Address:	7834 C. F. Hawn Freeway		
	City	Dallas	State TX ZIP 75217 ZIP + 4
16. Country Mailing Information (if outside USA)		17. E-Mail Address (if applicable)	
		bob.hurt@daltile.com	
18. Telephone Number	19. Extension or Code	20. Fax Number (if applicable)	
(214) 309-4891		() -	

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If 'New Regulated Entity' is selected below this form should be accompanied by a permit application)	
<input type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input checked="" type="checkbox"/> Update to Regulated Entity Information	
The Regulated Entity Name submitted may be updated in order to meet TCEQ Agency Data Standards (removal of organizational endings such as Inc, LP, or LLC).	
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)	
Dal-Tile Corporation - Elam Landfill	

23. Street Address of the Regulated Entity: <i>(No PO Boxes)</i>	11928 Kleberg Road							
	City	Wilmer	State	TX	ZIP	75253	ZIP + 4	2739
24. County	Dallas							

Enter Physical Location Description if no street address is provided.

25. Description to Physical Location:	The landfill consists of 9.153 acres located within an approximately 50-acre tract located approximately 0.5 mile southeast of the intersection of Interstate 20 and Highway 175							
26. Nearest City	State					Nearest ZIP Code		
27. Latitude (N) In Decimal:			28. Longitude (W) In Decimal:					
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds			
32	40	54.48	-96	37	24.96			
29. Primary SIC Code (4 digits)	30. Secondary SIC Code (4 digits)		31. Primary NAICS Code (5 or 6 digits)		32. Secondary NAICS Code (5 or 6 digits)			
3253			327110					
33. What is the Primary Business of this entity? <i>(Do not repeat the SIC or NAICS description.)</i>								
Manufacture of tile and other products used in residential and commercial spaces across North America.								
34. Mailing Address:	7834 C.F. Hawn Freeway							
	City	Dallas	State	TX	ZIP	75217	ZIP + 4	
35. E-Mail Address:								
36. Telephone Number			37. Extension or Code			38. Fax Number <i>(if applicable)</i>		
(214) 309-4981						() -		

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

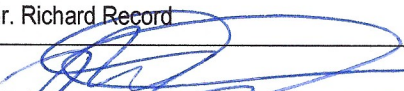
<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Emissions Inventory Air	<input checked="" type="checkbox"/> Industrial Hazardous Waste
<input type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<input type="checkbox"/> Voluntary Cleanup	<input type="checkbox"/> Waste Water	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:

SECTION IV: Preparer Information

40. Name:	Richard Record, P.G.	41. Title:	Sr. Project Director
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(972) 865-4862		() -	rrecord@ensafe.com

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	EnSafe Inc.	Job Title:	Sr. Project Director
Name <i>(In Print)</i> :	Mr. Richard Record	Phone:	(972) 791- 3222
Signature:		Date:	1/20/2021

Signature Page

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Operator Signature: David S. Baran Date: 12-8-2020

Name and Official Title (type or print): **Mr. David Baran, Senior Vice President - Manufacturing**

Operator Signature: _____ Date: _____

Name and Official Title (type or print): _____

Operator Signature: _____ Date: _____

Name and Official Title (type or print): _____

Owner Signature: _____ Date: _____

Name and Official Title (type or print): _____

To be completed by the operator if the application is signed by an authorized representative for the operator

I, _____ hereby designate _____
(operator) (authorized representative)

as my representative and hereby authorize said representative to sign any application, submit additional information as may be requested by the Commission; and/or appear for me at any hearing or before the Texas Commission on Environmental Quality in conjunction with this request for a Texas Water Code or Texas Solid Waste Disposal Act permit. I further understand that I am responsible for the contents of this application, for oral statements given by my authorized representative support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

Printed or Typed Name of Operator or Principal Executive Officer

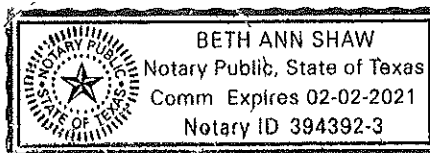
Signature

(Note: Application Must Bear Signature & Seal of Notary Public)

Subscribed and sworn to before me by the said David S. Baran on this 8th day of December, 2020

My commission expires of the 2nd day of February, 2021

Beth Ann Shaw
Notary Public in and for Dallas County, Texas





Revised Part B Pages

**POST-CLOSURE HAZARDOUS WASTE
PERMIT RENEWAL APPLICATION
PART B**

DAL-TILE CORPORATION-ELAM LANDFILL
11928 KLEBERG ROAD
DALLAS, TEXAS 75253

**Hazardous Waste Permit No: 50377
Solid Waste Registration No: 52013
EPA I.D. No.: TXD988032751**

Submitted on behalf of



Dal-Tile Corporation
7834 C.F. Hawn Freeway
Dallas, Texas 75217

**Revision 1.0
January 2021**

4545 Fuller Drive, Suite 342
Irving, Texas 75038
972-791-3222 | 800-588-7962



creative thinking. **custom solutions.**®

Table I: General Information

A. Applicant: Facility Operator (or Facility Owner & Operator, if same)

Name ¹	Dal-Tile Corporation
Address	11928 Kleberg Road
City, State	Dallas, Texas
Zip Code	75253
Telephone Number	(214) 309-4891 (not at site)
Alternate Telephone Number	
Fax:	
TCEQ Solid Waste Registration No.	52013
EPA I.D. No.	TXD988032751
Permit No.	50377
County	Dallas
Regulated Entity Name	Dal-Tile Elam LF
Regulated Entity Reference Number (RN)	RN103858163
Customer Name	Dal-Tile Corporation
Customer Reference Number:	CN600128797
Charter Number ²	10360206
Previous or Former Names of the Facility (if applicable)	Dal-Tile Elam Landfill

B. Facility Owner: Identify the Facility Owner if different than the Facility Operator³

Same as Facility Operator?

Name	Dallas Aggregate Dirt Sand Recycling Inc.
Address	8815 CF Hawn Freeway
City, State	Dallas, Texas
Zip Code	75217
Telephone Number	(214) 379-8842
Alternate Telephone Number	
Fax:	

C. Facility Contact

1. Persons or firms who will act as primary contact:

Name, Title:	Mr. David Baran, Senior VP, Manufacturing
Address	7834 C.F. Hawn Freeway
City, State:	Dallas, Texas
Zip Code	75217
Telephone Number	(214) 309-4448
Alternate Telephone Number	
E-mail	david.baran@daltile.com
Fax:	

Persons or firms who will act as primary contact (if more than one):

Name, Title:	Mr. Bob Hurt, Director of Environmental, Safety and Health
Address	7834 C.F. Hawn Freeway
City, State:	Dallas, Texas
Zip Code	75217
Telephone Number	(214) 309-4891
Alternate Telephone Number	
E-mail	bob.hurt@daltile.com
Fax:	

2. Agent in Service or Agent of Service (if you are an out-of-state company)⁴:

Name, Title:	Not applicable
Address	
City, State:	
Zip Code	

3. Individual responsible for causing notice to be published:

Name:	Mr. Bob Hurt
Address	7834 C.F. Hawn Freeway
City, State:	Dallas, Texas
Zip Code	75217
Telephone Number	(214) 309-4891
Alternate Telephone Number	
E-mail	bob.hurt@daltile.com
Fax:	

4. Public place in county where application will be made available⁵:

Name	Kleberg-Rylie Branch Library
------	------------------------------

Address

1301 Edd Road

City, State

Dallas, Texas

Zip Code

75253

D. Application Type and Facility Status

1. Application Type

- Permit
- New
- Interim status
- Renewal
- RD&D
- Compliance Plan
- Amendment
- Major
- Minor
- Modification
- Class 3
- Class 2
- Class 1¹
- Class 1

2. Part of a Consolidated Permit Processing request? [30 TAC Chapter 33]

3. Does the application contain confidential material?⁶

4. Facility Status. Check all that apply

- Proposed
- Existing
- On-Site
- Off-Site
- Commercial
- Recycle
- Land Disposal
- Areal or capacity expansion
- Compliance plan

5. Is the facility within the Coastal Management Program boundary?

6. Description of Application Changes

Complete Table I.1 - Description of Proposed Application Changes.

Note: List all changes requested in Table I.1. Unlisted requests risk remaining unaddressed or possibly denied if brought to the permit application reviewer's attention at a later time.

7. Total acreage of the facility being permitted:

8. Identify the name of the drainage basin and segment where the facility is located

River Segment Upper Trinity River, Segment 0805

River Basin Trinity River

E. Facility Siting Summary:

Is the facility located or proposed to be located:

- 1. Within a 100-year floodplain? No
- 2. in wetlands? No
- 3. In the critical habitat of an endangered species of plant or animal? No
- 4. On the recharge zone of a sole-source aquifer? No
- 5. In an area overlying a regional aquifer? No
- 6. Within 0.5 mile (2,640 feet) of an established residence, church, school, day care center, surface water body used for a public drinking water supply, or dedicated public park?⁷ [30 TAC 335.202]
If Yes: the TCEQ shall not issue a permit for this facility. No
- 7. In an area in which the governing body of the county or municipality has prohibited the processing or disposal of municipal hazardous waste or industrial solid waste?
If Yes: provide a copy of the ordinance or order. No

F. Wastewater and Stormwater Disposition

- 1. Is the disposal of any waste to be accomplished by a waste disposal well at this facility? No

If Yes: List WDW Permit No(s): Not applicable

- 2. Will any point source discharge of effluent or rainfall runoff occur as a result of the proposed activities? No

- 3. If Yes, is this discharge regulated by a TPDES or TCEQ permit? Yes TCEQ Permit No.

No TPDES Permit No.

No Date TCEQ discharge permit application filed

No Date TPDES discharge permit application filed:

G. Information Required to Provide Notice

State Officials List [30 TAC 39]

Senate District 2
Senator Bob Hall
Capitol Office: CAP E1.706

State Senator

Capitol Phone: (512) 463-0102
District Address:
Alliance Building #2
6537 Horizon Road, Suite B-1
Rockwall, Texas 75032

State Representative

House District 109
Representative Carl O. Sherman, Sr.
Capitol Office: EXT E1.416
Capitol Phone: (512) 463-0953
District Address:
103 N. Dallas Avenue
Lancaster, TX 75146
Phone: (972) 227-1064

Local Officials List [30 TAC 39]

Mayor

Mayor Eric Johnson
Dallas City Hall
1500 Marilla Street, Room 5EN
Dallas, TX 75201
Main Phone: (214) 670-3301
Fax: (214) 670-0646

Local Health Authority

NA - all relevant requests are handled by Dallas County Health and Human Services

County Judge

Dallas County Judge
The Honorable Clay Jenkins
411 Elm Street
Dallas, Texas 75202
Phone: (214) 653-7949
Fax: (214) 653-6586
E-mail: dcjudge@dallascounty.org

County Health Authority

Dr. Philip Huang, Director
Dallas County Health & Human Services
2377 North Stemmons Freeway
Dallas, Texas 75207
Phone: (214) 819-2000

Based on the questions in the Bilingual Notice Instructions for this form, are you required to make alternate (Bilingual) notice for this application?

Yes

Bilingual Language(s):

English, Spanish

TCEQ Core Data Form Submitted?(see Section I Instructions, Item b.)

Yes

Has any information changed on the TCEQ Core Data Form since the last submittal?

No

Signature on Application Submitted?
(see Section I Instructions, Item c)

Yes

1. Individual, Corporation, or Other Legal Entity Name - must match the Secretary of State's database records for the Facility)
2. If the application is submitted on behalf of a corporation, please identify the Charter Number as recorded with the Office of the Secretary of State for Texas.
3. The operator has the duty to submit an application if the facility is owned by one person and operated by another [30 TAC 305.43(b)]. The permit will specify the operator and the owner who is listed on Part A of this application [Section 361.087, Texas Health and Safety Code].
4. If the application is submitted by a corporation or by a person residing out of state, the applicant must register an Agent in Service or Agent of Service with the Texas Secretary of State's office and provide a complete mailing address for the agent. The agent must be a Texas resident.
5. For applications for new permits, renewals, major amendments and Class 3 modifications a copy of the administratively complete application must be made available at a public place in the county where the facility is, or will be, located for review and copying by the public. Identify the public place in the county (e.g., public library, county court house, city hall), including the address, where the application will be made available for review and copying by the public.
6. For confidential information cross-reference the confidential material throughout the application to Section XIII: Confidential Material, and submit as a separate Section XIII document or binder conspicuously marked "CONFIDENTIAL".
7. Use only for a new commercial hazardous waste management facility or areal expansion of an existing commercial hazardous waste management facility or unit of that facility as defined in 30 TAC 335.202

Table I.1-Description of Proposed Application Changes

Permit/Compliance Plan Application Appendix/Section	Brief Description of Proposed Change	Modification or Amendment Type	Supporting Regulatory Citation
	NA		

Signature Page

I, David S. Baran, Senior Vice President - Manufacturing,
(Operator) (Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: *David S. Baran* Date: 12-8-2020

To be completed by the Operator if the application is signed by an Authorized Representative for the Operator

I, _____, hereby designate _____
[Print or Type Name] [Print or Type Name]

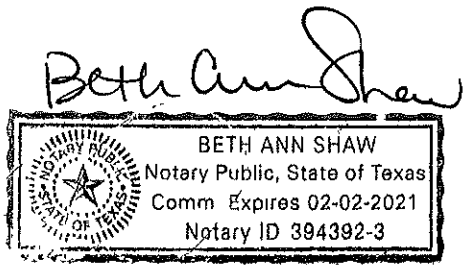
as my representative and hereby authorize said representative to sign any application, submit additional information as may be requested by the Commission; and/or appear for me at any hearing or before the Texas Commission on Environmental Quality in conjunction with this request for a Texas Water Code or Texas Solid Waste Disposal Act permit. I further understand that I am responsible for the contents of this application, for oral statements given by my authorized representative in support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

Printed or Typed Name of Operator or Principal Executive Officer

Signature

SUBSCRIBED AND SWORN to before me by the said David S. Baran
On this 8th day of December, 2020
My commission expires on the 2nd day of February, 2021

Notary Public in and for Dallas County, Texas
[Note: Application Must Bear Signature & Seal of Notary Public]



A.2.

State and Local Officials Notification List

State Officials List

Texas State Senator

Senate District 2--Senator Bob Hall
Capitol Office: EXT E1.706
Capitol Phone: (512) 463-0102

District Address: Alliance Building #2
6537 Horizon Road, Suite B-1
Rockwall, Texas 75032

Texas State Representative

House District 109--Representative Carl O. Sherman, Sr.
Capitol Office: EXT E1.416
Capitol Phone: (512) 463-0953

District Address: 103 N. Dallas Avenue
Lancaster, TX 75146
Phone: (972) 227-1064

Local Officials List

Mayor Eric Johnson
Dallas City Hall
1500 Marilla Street, Room 5EN
Dallas, TX 75201
Main Phone: (214) 670-3301
Fax: (214) 670-0646

The Honorable Clay Jenkins
Judge
Dallas County
411 Elm Street, Ste 200
Dallas, Texas 77999-0000

Dr. Philip Huang, Director
Dallas County Health & Human Services
2377 North Stemmons Freeway
Dallas, Texas 75207
Phone: (214) 819-2000

Note: there is no local Health Authority; all relevant requests are handled by Dallas County Health and Human Services

**Dal-Tile Corporation Elam Landfill, Hazardous Waste Permit No. 50377
Adjacent Landowners Notification List, Revised 12/21/20**

2-CITY OF DALLAS
1500 MARILLA STREET
DALLAS TEXAS 75201 6318

12-ARCHIE G HOLT
11923 KLEBERG ROAD
DALLAS TX 75253 2740

3,4-MESQUITE LANDFILL TX LP
PO BOX 29246
PHOENIX AZ 8503 8246

13-JOSE MALDONADO
11929 KLEBERG ROAD
DALLAS TX 75253 2733

5-DAVID RIOS
9310 LAKE JUNE RD
DALLAS TX 75253 2735

14-RICKY WAYNE AND AUDRY JO
RUSSELL
927 CALLE REAL
MESQUITE TX 75149 5217

6-GUERRERO CARLOS
11718 KLEBERG RD
DALLAS TX 75253 2735

15-VALLRIE ANN SWEENEY
12025 KLEBERG ROAD
DALLAS TX 75253 2742

7-JACK ROBERT AND RHONDA A
ERWIN
11648 KLEBERG ROAD
DALLAS TX 75253 2733

16-LORISA LEE COGAN
12031 KLEBERG ROAD
DALLAS TX 75253 2742

8-DAVIS REYES CASTRO AND
MARIBEL RANGEL JUAREZ
11638 KLEBERG ROAD
DALLAS TX 75253 2733

17-STEPHANIE D LAIRD
12037 KLEBERG ROAD
DALLAS TX 75253 2742

9-JUAN CARLOS AND ADELAIDA
REYES CEBALLOS
11634 KLEBERG ROAD
DALLAS TX 75253 2735

10-ALEJANDRO M JUAREZ
4913 TERRY STREET
DALLAS TX 75223 2136

11-JAMES HAMILTON
825 MALLARD TRAIL
MURPHY TX 75094 3877

Revision No. 2.0

Revision Date 01/06/2021

Permit No. 50378
Dal-Tile Corporation

Pleasant Run Landfill
Adjacent Landowner Mailing Labels

MESQUITE LANDFILL TX LP
PO BOX 29246
PHOENIX AZ 8503 8246

DAVID RIOS
9310 LAKE JUNE RD
DALLAS TX 75253 2735

GUERRERO CARLOS
11718 KLEBERG RD
DALLAS TX 75253 2735

JUAN CARLOS AND ADELAIDA
REYES CEBALLOS
11634 KLEBERG ROAD
DALLAS TX 75253 2735

JACK ROBERT AND RHONDA A
ERWIN
11648 KLEBERG ROAD
DALLAS TX 75253 2733

DAVIS REYES CASTRO AND
MARIBEL RANGEL JUAREZ
11638 KLEBERG ROAD
DALLAS TX 75253 2733

JAMES HAMILTON
825 MALLARD TRAIL
MURPHY TX 75094 3877

Permit No. 50378
Dal-Tile Corporation

Pleasant Run Landfill
Adjacent Landowner Mailing Labels

ALEJANDRO M JUAREZ
4913 TERRY STREET
DALLAS TX 75223 2136

ARCHIE G HOLT
11923 KLEBERG ROAD
DALLAS TX 75253 2740

RICKY WAYNE AND AUDRY JO
RUSSELL
927 CALLE REAL
MESQUITE TX 75149 5217

VALLRIE ANN SWEENEY
12025 KLEBERG ROAD
DALLAS TX 75253 2742

LORISA LEE COGAN
12031 KLEBERG ROAD
DALLAS TX 75253 2742

STEPHANIE D LAIRD
12037 KLEBERG ROAD
DALLAS TX 75253 2742

MARY L ENGLISH
12109 KLEBERG ROAD
DALLAS TX 75253 2744

Permit No. 50378
Dal-Tile Corporation

Pleasant Run Landfill
Adjacent Landowner Mailing Labels

CITY OF DALLAS
1500 MARILLA STREET
DALLAS TEXAS 75201 6318

Is the facility located or proposed to be located in an area overlying a regional aquifer? [as applicable: 30 TAC 335.204(a)(4), (b)(4), (c)(4), (d)(4), and/or (e)(4)]

Yes No

A vertical hydraulic barrier (slurry wall) constructed around the landfill perimeter was part of the Closure Plan approved by the TNRCC. The slurry wall prevents contact between the affected wastes and adjacent soils and groundwater.

The approximate depth to the top of the Woodbine Formation, which serves as a secondary aquifer in this region, is 1,300 feet below ground surface and is overlain by a confining shale unit (Ozan Formation).

Source of information:

- ***Closure Plan prepared by RMT/Jones Nuese (1994). See As-Built Cross-Section (Figures 1-2 and 2-1 through 2-4) in Part B, Section VII, Post-Closure Plan***

Is the facility located or proposed to be located in areas of active geologic processes, including but not limited to erosion, submergence, subsidence, faulting, karst formation, flooding in alluvial flood wash zones, meandering riverbank cuttings, or earthquakes? [as applicable: 30 TAC 335.204(a)(7), (b)(8) ,(c)(7), (d)(7), and/or (e)(9)]

Yes No Not Applicable

Is the facility located or proposed to be located within 30 feet of the upthrown side or 50 feet of the downthrown side of the actual or inferred surface expression of a fault that has reasonably been shown to have caused displacement of shallow Quaternary sediments or of man-made structures? [as applicable: 30 TAC 335.204(a)(9), (b)(12) ,(c)(11), (d)(11), and/or (e)(13)]

Yes No Not Applicable

The Balcones Fault Zone does cross western Dallas County but is not present in the area of the Elam landfill, as illustrated on the Structural Geology Map of Dallas County, provided in Part B, Appendix VI.A.

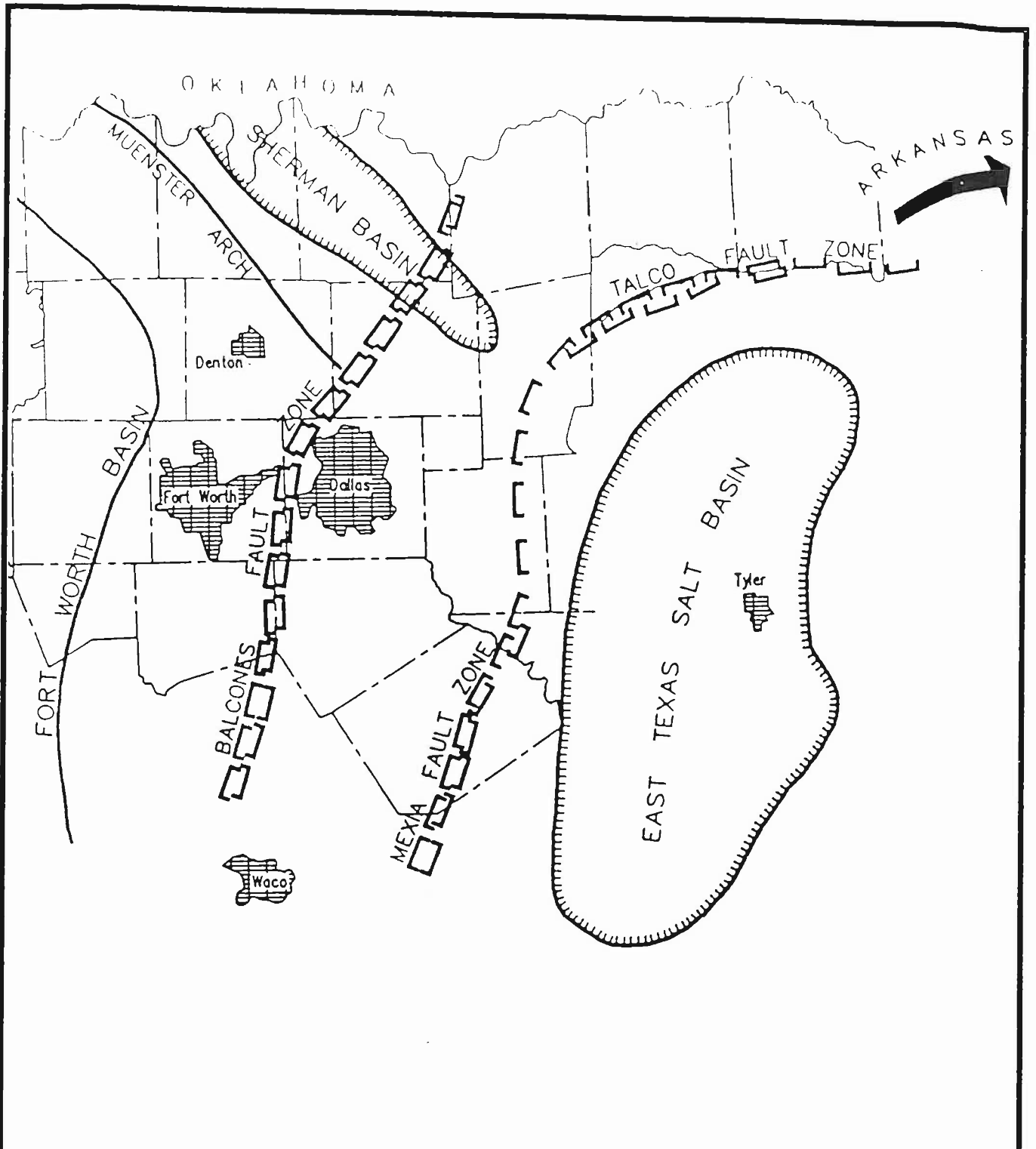
Sources of information:

- ***Geologic Atlas of Texas, Dallas Sheet, revised 1987***
- ***Structural Features of Dallas County, Texas Region***
- ***Texas Water Development Board, Report 318***

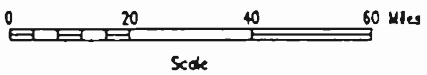


Appendix VI.A Revisions

Operator Name: H.W.C.
 Scale: 1"=1"
 Plot Time: 8 1/2" x 11"
 Plot Date: Attached Xref's:
 Dwg Size: 8 1/2" x 11"



(ADAPTED FROM GALLAWAY AND OTHERS, 1983)



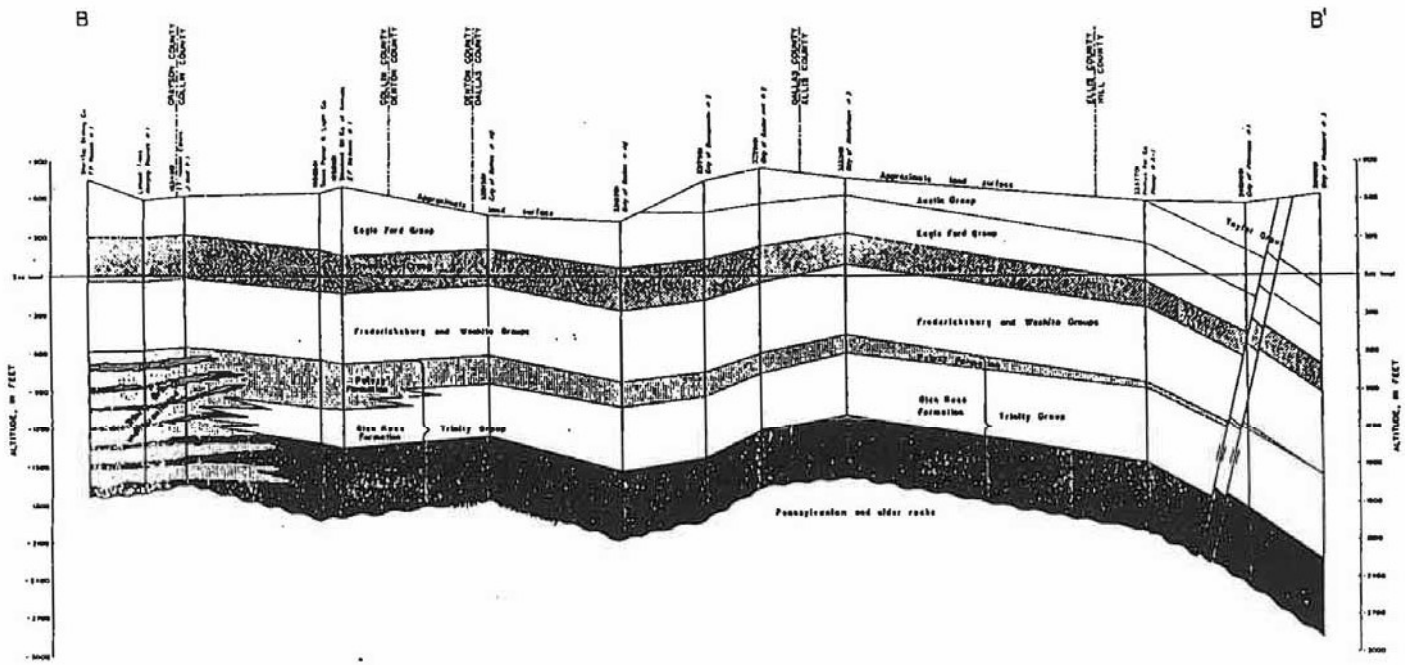
SOURCE: TEXAS WATER DEVELOPMENT BOARD
 REPORT 318

FIGURE 28
 STRUCTURAL FEATURES IN THE
 DALLAS COUNTY, TEXAS REGION
DAL-TILE CORPORATION



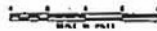
	DWN. BY: H.W.C.
	APPROVED BY: R.K.
	DATE: 6/23/97
	PROJ. # 50-01020.77
	FILE # 10207705

PLOT DATA
 Drawing Name: 10207705.DWG



EXPLANATION

- Woodbine aquifer
 - Paley formation
 - Trinity Peak formation
 - Trinity Group, undifferentiated
- } Trinity Group aquifer



SOURCE: TWC BULLETIN 6309

NOTE: THIS FIGURE, FIGURE 2-9, IS THE SAME CONTENT AS FIGURE 30 FOR PLEASANT RUN LANDFILL.

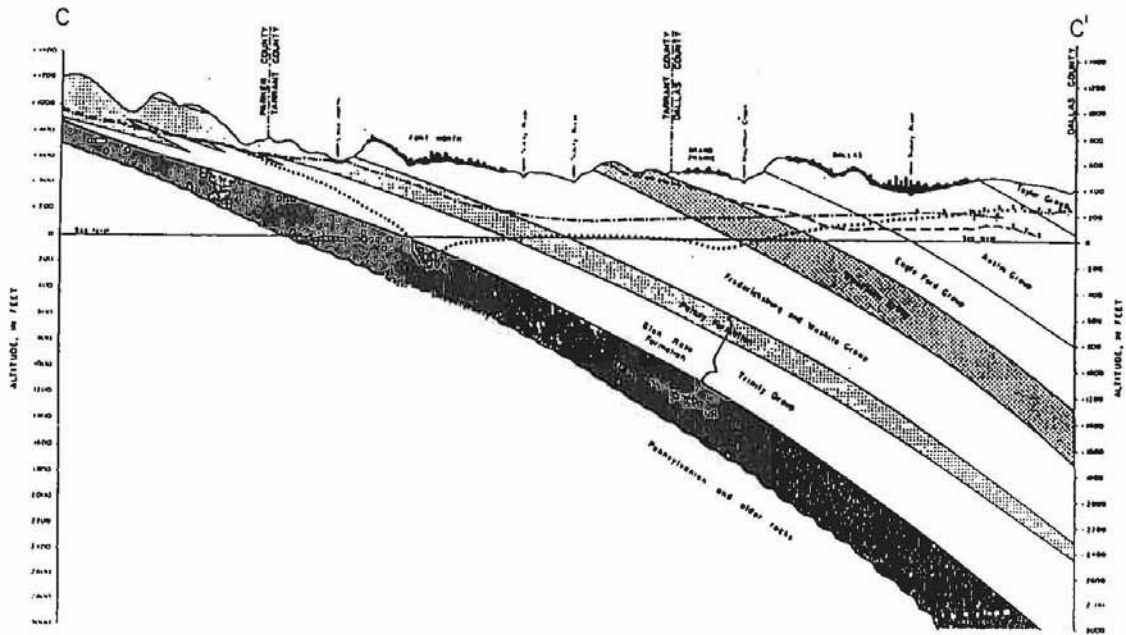
DAL-TILE DAL-TILE CORPORATION
ELAM SITE - DALLAS, TEXAS

50-010203.8.001 12/22/94 D940520

FIGURE 2-9
HYDROGEOLOGIC SECTION B-B'

ELAM CLOSURE PLAN

JONES & NEUSE
GULF COAST REGION OF

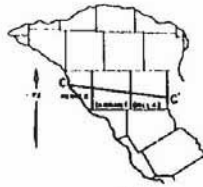


EXPLANATION

- Woodbine aquifer
 - Paley Formation
 - Trinity Peak Formation
- } Trinity Group aquifer

GENERALIZED PIEZOMETRIC SURFACES, 1981

- Piezometric surface of Woodbine aquifer
- Piezometric surface of Paley Formation
- Piezometric surface of Trinity Peak Formation



SOURCE: TWC BULLETIN 6309

NOTE: THIS FIGURE, FIGURE 2-10, IS THE SAME CONTENT AS FIGURE 31 FOR PLEASANT RUN LANDFILL.

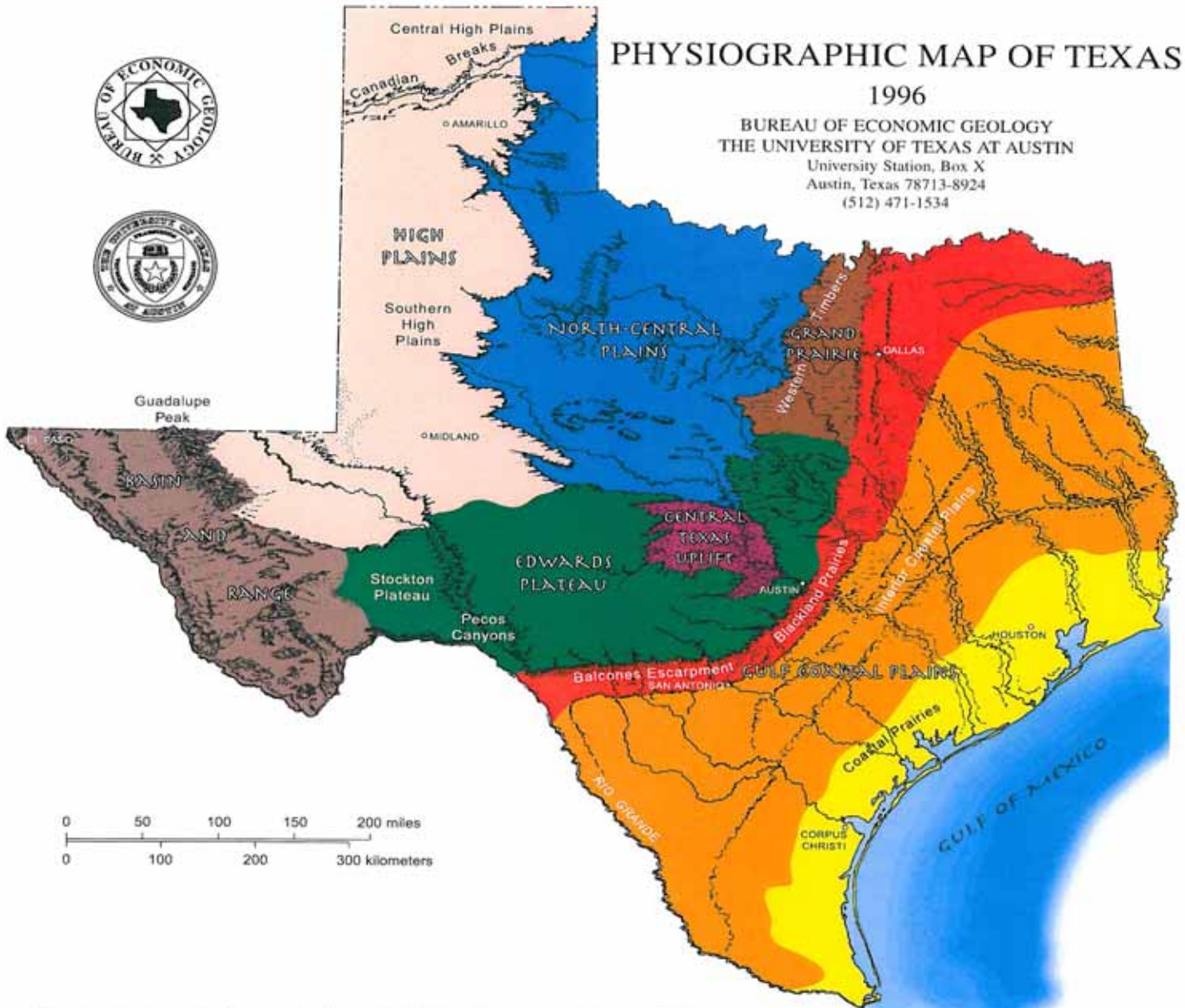
DAL-TILE DAL-TILE CORPORATION ELAM SITE - DALLAS, TEXAS		
50-010203.8.001	12/22/94	D940520
FIGURE 2-10 HYDROGEOLOGIC SECTION C-C'		
ELAM CLOSURE PLAN		
JONES & NEUSE GULF COAST REGION OF		



PHYSIOGRAPHIC MAP OF TEXAS

1996

BUREAU OF ECONOMIC GEOLOGY
 THE UNIVERSITY OF TEXAS AT AUSTIN
 University Station, Box X
 Austin, Texas 78713-8924
 (512) 471-1534



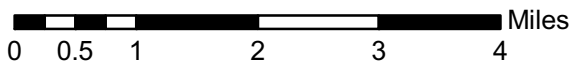
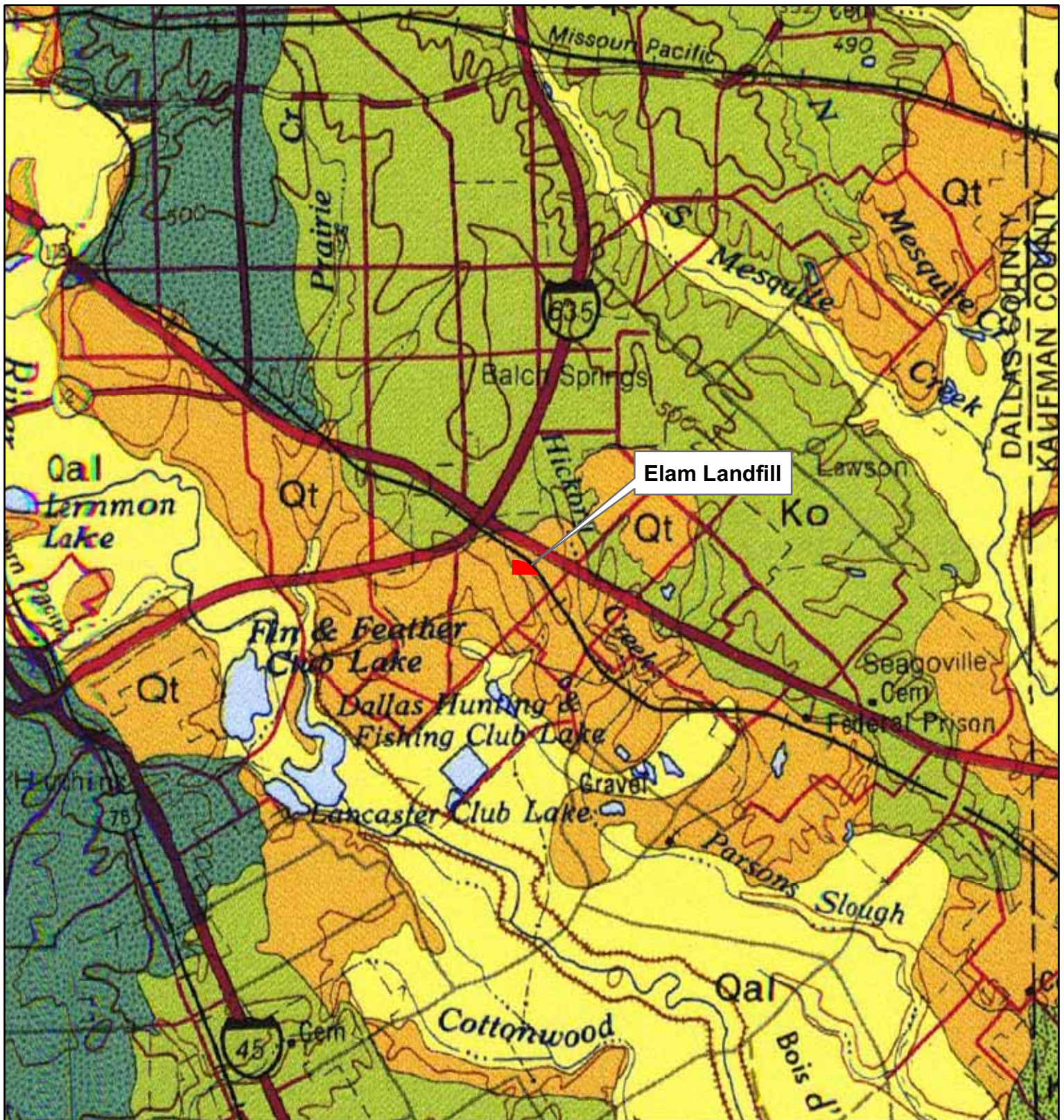
PROVINCE	MAX. ELEV. (ft)	MIN. ELEV. (ft)	TOPOGRAPHY	GEOLOGIC STRUCTURE	BEDROCK TYPES
Gulf Coastal Plains					
Coastal Prairies	300	0	Nearly flat prairie, <1 ft/mi to Gulf	Nearly flat strata	Deltaic sands and muds
Interior Coastal Plains	800	300	Parallel ridges (questas) and valleys	Beds tilted toward Gulf	Unconsolidated sands and muds
Blackland Prairies	1000	450	Low rolling terrain	Beds tilted south and east	Chalks and marls
Grand Prairie	1250	450	Low stairstep hills west; plains east	Strata dip east	Calcareous east; sandy west
Edwards Plateau					
Principal	3000	450	Flat upper surface with box canyons	Beds dip south; normal faulted	Limestones and dolomites
Pecos Canyons	2000	1200	Steep-walled canyons		Limestones and dolomites
Stockton Plateau	4200	1700	Mesa-formed terrain; highs to west	Unfaulted, near-horizontal beds	Carbonates and alluvial sediments
Central Texas Uplift	2000	800	Knobby plain; surrounded by questas	Centripetal dips, strongly faulted	Granites; metamorphics; sediments
North-Central Plains	3000	900	Low north-south ridges (questas)	West dip; minor faults	Limestones; sandstones; shales
High Plains					
Central	4750	2900	Flat prairies slope east and south	Slight dips east and south	Eolian silts and fine sands
Canadian Breaks	3800	2350	Highly dissected; local solution valleys		
Southern	3800	2200	Flat; many playas; local dune fields		
Basin and Range	8750	1700	North-south mountains and basins	Some complex folding and faulting	Igneous; metamorphics; sediments

Figure 4
 Physiographic Map

Dal-Tile International
 Elam Landfill



ENSAFE, INC.
 4545 FULLER DRIVE, SUITE 342
 DALLAS, TEXAS 75038



Qt - Fluvial Terrace Deposits
 Ko - Ozan Formation

Dal-Tile International Elam Landfill December 2020	
Figure 9 Geologic Map	
Source: University of Texas at Austin Bureau of Economic Geologic Atlas of Texas, Dallas	
	EnSafe, Inc. 4545 Fuller Drive, Suite 342 Dallas, Texas 75038

Era	System	Series	Group	Stratigraphic units	Approximate maximum thickness (feet)	Character of rocks	Water-bearing characteristics
Cenozoic	Quaternary	Recent		Alluvium	75	Sand, silt, clay and gravel.	Yields small to large amounts of water to wells along the Red River
		Pleistocene		Fluvial/terrace deposits			
	Tertiary	Eocene	Wilcox		100	Fine to medium sand with silt and clay	Yields small quantities of water to wells in the eastern part of the area.
		Paleocene	Midway		150	Gray, calcareous clay, in part silty to sandy	Do.
Mesozoic	Cretaceous	Gulf	Navarro	Kemp Clay Corsicana Marl	300	Fossiliferous clay and hard limy marl	Not known to yield water to wells in the area.
				Nacatoch Sand	500	Fine sand and marl, fossiliferous	Yields small to moderate quantities of water near the outcrop.
			Taylor	Marlbrook Marl Pecan Gap Chalk Wolfe City - Ozan Formations	1,500	Clay, marl, mudstone, and chalk	Yields small quantities of water to shallow wells.
			Austin	Gober Chalk Brownstown Marl Blossom Sand Bonham Formation	700	Chalk, limestone, and marl; fine to medium sand, fossiliferous	Yields small to moderate quantities of water to wells in the northeastern part of the area; very limited as an aquifer.
			Eagle Ford		650	Shale with thin beds of sandstone and limestone	Yields small quantities of water to shallow wells.
		Woodbine		700	Medium to coarse iron sand, sandstone, clay and some lignite	Yields moderate to large quantities of water to municipal, industrial and irrigation wells.	
		Comanche	Washita	Grayson Marl - Mainstreet Limestone Pawpaw Formation - Weno Limestone - Denton Clay Fort Worth - Duck Creek Kiamichi Formation	1,000	Fossiliferous limestone, marl, and clay; some sand near top	Yields small quantities of water to shallow wells.
			Fredericksburg	Edwards Limestone Comanche Peak Formation	250	Limestone, clay, marl, shale, and shell agglomerates	Do.
				Walnut Formation			
			Trinity	Antlers Formation	Paluxy Formation	400	Fine sand, sandy shale, and shale
Glen Rose Formation	900				1,500	Limestone, marl, shale, and anhydrite	Yields small quantities of water in localized areas.
Twin Mountains Formation	1,000	Fine to coarse sand, shale, clay, and basal gravel and conglomerate			Yields moderate to large quantities of water to wells.		
Paleozoic					Paleozoic rocks undifferentiated	Sandstone, limestone, shale and conglomerate	Yields small quantities of water in the western part of the area.

Yields of Wells:

Small — Less than 100 gallons per minute (gpm); **Moderate** — 100 to 1,000 gpm; **Large** — More than 1,000 gpm

Chemical Quality of Water:

Fresh — Less than 1,000 milligrams per liter (mg/L); **Slightly Saline** — 1,000 to 3,000 mg/L

Moderately Saline — 3,000 to 10,000 mg/L; **Very Saline** — 10,000 to 35,000 mg/L; **Brine** — More than 35,000 mg/L

Figure 1
Stratigraphic Map

Source: Texas Water Development Board
Report 269, Volume 1, Page 11 (04/82)

Dal-Tile International
Elam Landfill

ENSAFE

ENSAFE, INC.
4545 FULLER DRIVE, SUITE 342
DALLAS, TEXAS 75038



Appendix VI.B Revisions

Table VI.B.3.b. - Unit Groundwater Detection Monitoring Systems

Waste Management Unit/Area Name ¹	MW-1A (10/26/1996)	MW-2A (10/30/1996)	MW-3A (10/20/1996)	MW-4A (10/29/1996)
Well Number(s)	MW-1A (10/26/1996)	MW-2A (10/30/1996)	MW-3A (10/20/1996)	MW-4A (10/29/1996)
Hydrogeologic Unit Monitored	Alluvium	Alluvium	Alluvium	Alluvium
Type (e.g., point of compliance, background, observation, etc.)	BG	POC	POC	POC
Up or Down Gradient	Up	Down	Down	Down
Casing Diameter and Material	4" PVC	4" PVC	4" PVC	4" PVC
Screen Diameter and Material	4" PVC	4" PVC	4" PVC	4" PVC
Screen Slot Size (in.)	0.010	0.010	0.010	0.010
Top of Casing Elevation (Ft, MLGL or MSL)	439.32	444.86	452.43	453.43
Grade or Surface Elevation (Ft, MLGL or MSL)	436.60	442.10	449.50	450.61
Well Depth (Ft, Below Grade Surface <i>[BGS]</i>)				
Well Depth (Ft, Below Top of Casing <i>[BTOC]</i>)	39.90	42.89	39.58	40.44
Screen Interval				
From(Ft, BGS)	19.1	29.2	25.3	28.2
To(Ft, BGS)	38.6	38.8	34.9	37.7
Screen Interval				
From(Ft, BGS)				
To(Ft, BGS)				
Facility Coordinates (e.g., lat./long. or company coordinates)				

Waste Management Unit/Area Name ¹	MW-5A (11/1/1996)	MW-6A (12/15/1999)	MW-7A (12/15/1999)	MW-8AR (8/2/2006)
Well Number(s)	MW-5A (11/1/1996)	MW-6A (12/15/1999)	MW-7A (12/15/1999)	MW-8AR (8/2/2006)

Hydrogeologic Unit Monitored	Alluvium	Ozan	Ozan	Ozan
Type (e.g., point of compliance, background, observation, etc.)	BG	Obs	Obs	POC
Up or Down Gradient	Up	Down	Down	Down
Casing Diameter and Material	4" PVC	4" PVC	4" PVC	4" PVC
Screen Diameter and Material	4" PVC	4" PVC	4" PVC	4" PVC
Screen Slot Size (in.)	0.010	0.010	0.010	0.010
Top of Casing Elevation (Ft, MLGL or MSL)	440.16	449.20	452.68	450.59
Grade or Surface Elevation (Ft, MLGL or MSL)	436.81	446.45	449.93	447.84
Well Depth (Ft, Below Grade Surface <i>[BGS]</i>)				
Well Depth (Ft, Below Top of Casing <i>[BTOC]</i>)	32.78	54.99	45.80	52.74
Screen Interval				
From(Ft, BGS)	15.0	50.0	38.0	46.0
To(Ft, BGS)	24.5	55.0	43.0	51.0
Screen Interval				
From(Ft, BGS)				
To(Ft, BGS)				
Facility Coordinates (e.g., lat./long. or company coordinates)				

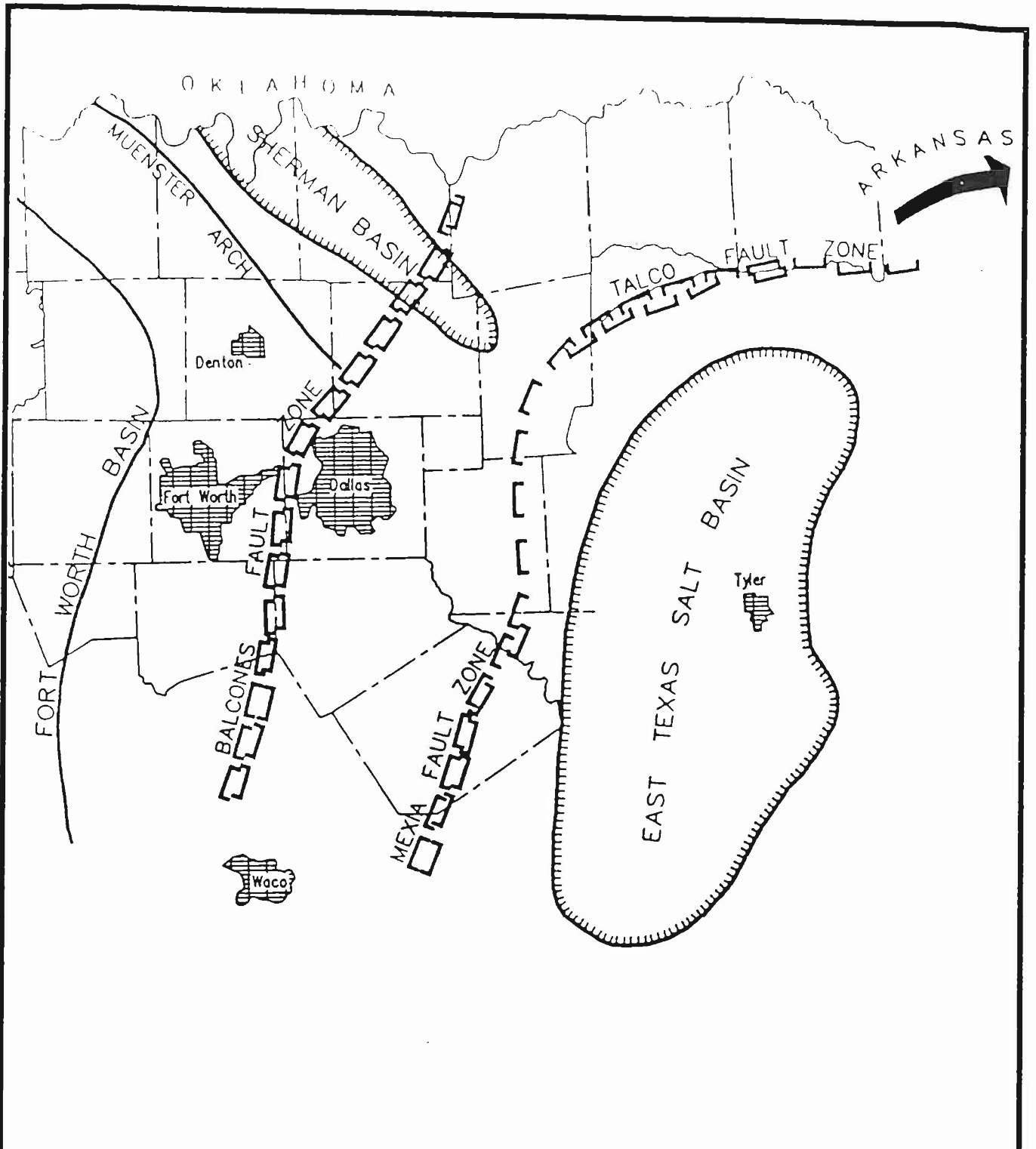
Waste Management Unit/Area Name ¹				
Well Number(s)	MW-9A (12/15/1999)	PZ-1	PZ-2 (Well P&A on 1/3/2012)	PZ-2R (1/3/2012)
Hydrogeologic Unit Monitored	Alluvium	N/A	N/A	NA
Type (e.g., point of compliance, background, observation, etc.)	Obs	Obs	Obs	Obs

Up or Down Gradient	Up	N/A	N/A	N/A
Casing Diameter and Material	4" PVC	2" PVC	2" PVC	2" PVC
Screen Diameter and Material	4" PVC	2" PVC	2" PVC	2" PVC
Screen Slot Size (in.)	0.010	0.010	0.010	0.010
Top of Casing Elevation (Ft, MLGL or MSL)	453.43	445.84	452.58	452.58
Grade or Surface Elevation (Ft, MLGL or MSL)	450.68	447.84	454.58	454.58
Well Depth (Ft, Below Grade Surface <i>[BGS]</i>)				
Well Depth (Ft, Below Top of Casing <i>[BTOC]</i>)	41.10	48.25	50.00	48.59
Screen Interval				
From(Ft, BGS)	33.0	38.0	40.0	40.0
To(Ft, BGS)	43.0	48.0	50.0	50.0
Screen Interval				
From(Ft, BGS)				
To(Ft, BGS)				
Facility Coordinates (e.g., lat./long. or company coordinates)				

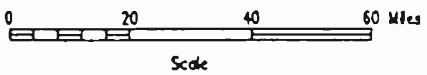
¹From Tables in Section V.

MSL: Mean Sea Level; *MLGL*: Mean Low-tide Gulf Level; *BGS*: Below Grade Surface; *BTOC*: Below Top of Casing

Operator Name: H.W.C.
 Scale: 1"=1"
 Plot Time: 8 1/2" x 11"
 Plot Date: Attached Xref's:
 Dwg Size: 8 1/2" x 11"
 Attached Xref's:



(ADAPTED FROM GALLAWAY AND OTHERS, 1983)



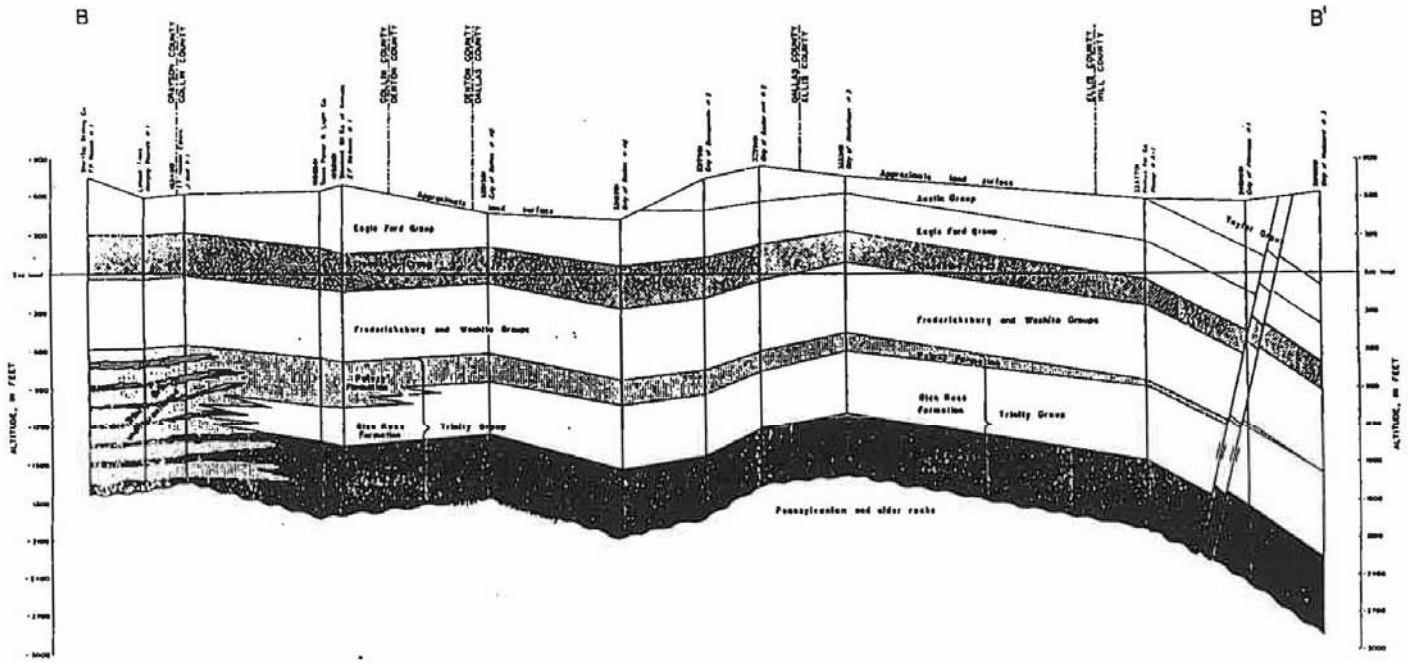
SOURCE: TEXAS WATER DEVELOPMENT BOARD
 REPORT 318

FIGURE 28
 STRUCTURAL FEATURES IN THE
 DALLAS COUNTY, TEXAS REGION
DAL-TILE CORPORATION



	DWN. BY: H.W.C.
	APPROVED BY: R.K.
	DATE: 6/23/97
	PROJ. # 50-01020.77
	FILE # 10207705

PLOT DATA
 Drawing Name: 10207705.DWG



EXPLANATION

- Woodbine aquifer
 - Paley formation
 - Trinity Peak formation
 - Trinity Group, undifferentiated
- } Trinity Group aquifer



SOURCE: TWC BULLETIN 6309

NOTE: THIS FIGURE, FIGURE 2-9, IS THE SAME CONTENT AS FIGURE 30 FOR PLEASANT RUN LANDFILL.

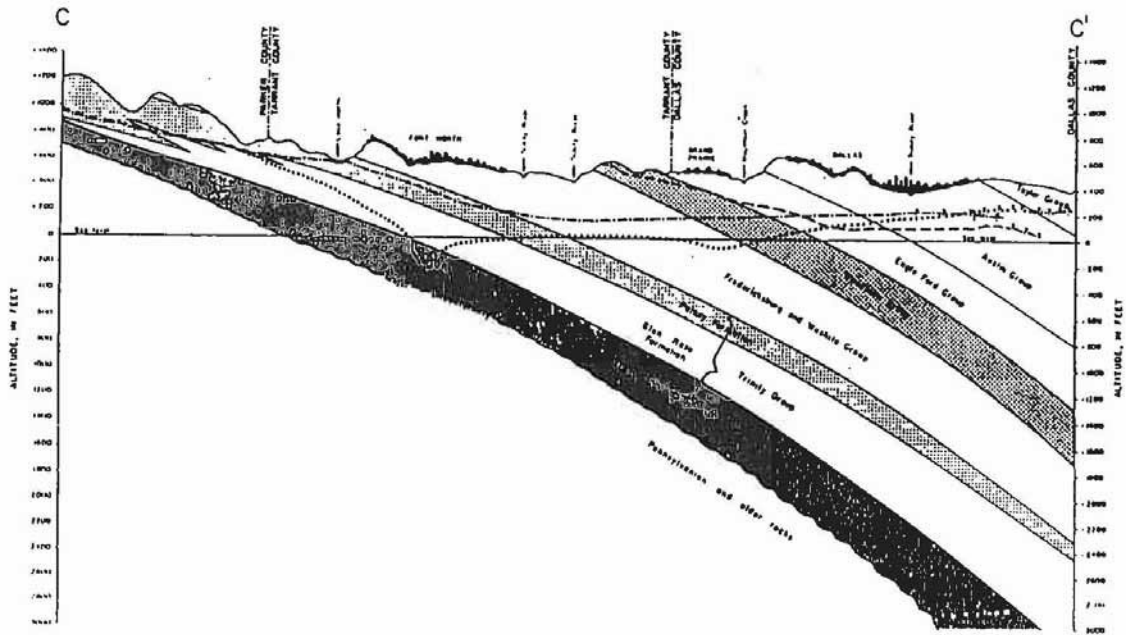
DAL-TILE DAL-TILE CORPORATION
ELAM SITE - DALLAS, TEXAS

50-010203.8.001 12/22/94 D940520

FIGURE 2-9
HYDROGEOLOGIC SECTION B-B'

ELAM CLOSURE PLAN

JONES & NEUSE
GULF COAST REGION OF

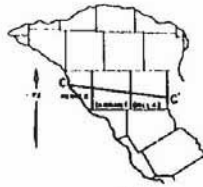


EXPLANATION

- Woodbine aquifer
 - Paley Formation
 - Trinity Peak Formation
- } Trinity Group aquifer

GENERALIZED PIEZOMETRIC SURFACES, 1981

- Piezometric surface of Woodbine aquifer
- Piezometric surface of Paley Formation
- Piezometric surface of Trinity Peak Formation



SOURCE: TWC BULLETIN 6309

NOTE: THIS FIGURE, FIGURE 2-10, IS THE SAME CONTENT AS FIGURE 31 FOR PLEASANT RUN LANDFILL.

DAL-TILE DAL-TILE CORPORATION ELAM SITE - DALLAS, TEXAS		
50-010203.8.001	12/22/94	D940520
FIGURE 2-10 HYDROGEOLOGIC SECTION C-C'		
ELAM CLOSURE PLAN		
JONES & NEUSE GULF COAST REGION OF		

Table VII.D. - Unit post-Closure Cost Estimate

Task	Cost
(Name of permitted unit, e.g., Tank TK-1)	
Verbal description of task (waste amount generated x disposal cost/unit amount)	
Verbal description of task (waste amount generated x disposal cost/unit amount)	
Verbal description of task (waste amount generated x disposal cost/unit amount)	
Verbal description of task (waste amount generated x disposal cost/unit amount)	
Other tasks (such as labor, lab analysis, transportation, certifications, etc.)	
Other tasks	
Subtotal	
Contingency (10% minimum)	
Total Unit Closure Cost	

The estimates listed above were derived from the following sources:

Table XII.B. - Hazardous Waste Permit Application Fee Worksheet

Name of Facility: Dal-Tile Corporation - Elam Landfill

Solid Waste Registration Number: 52013

1.Process Analysis - \$1,000.....	\$	1,000
2.Facility Management Analysis - \$500.....	\$	500
3.Unit Analysis - _____ units @ \$500 per unit.....	\$	500
4.Site Evaluation - _____ acres @ \$100 per acre.....	\$	910
(Maximum of 300 acres)		
5.Minor amendment, Class 1, or Class 1 ¹ modification - \$100.....	\$	0
6.Cost of Providing Notice - \$50 (+ \$15 for a renewal)	\$	65
Pay This Amount		Total \$ 2,975

Make Checks Payable To:

Texas Commission on Environmental Quality - Fund
549 *(your canceled check will be your receipt)*

Complete And Return With Payment To:

Texas Commission on Environmental
Quality Financial Administration Division -
MC 214 P.O. BOX 13088
Austin, Texas 78711-3088

The applicant's fees are subject to evaluation by the technical staff of the Texas Commission on Environmental Quality (TCEQ). However, the TCEQ reserves the right to assess further fees as may be necessitated.

Please do not submit a photocopy of the check (or equivalent transaction submittal) with your application packet but provide only the following account information:

Check No.	Date of Check	Check Amount
164574	2021-01-04	\$2,975.00